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TITLE 3—THE PRESIDENT PROCLAMATION 2787

ENLARGING THE AZTEC RUINS NATIONAL MONUMENT—NEW MEXICO

BY THE PRESIDENT OF THE UNITED STATES
OF AMERICA
A PROCLAMATION

WHEREAS there adjoins the Aztec Ruins National Monument, in the State of New Mexico, a certain 1.255-acre tract of land upon which are located ruin mounds of unusual prehistoric and scientific value of the same period and culture as those now contained in that monument; and

WHEREAS the Southwestern Monuments Association, an organization created for the purpose of fostering the development and preservation of the group of areas known as the Southwestern National Monuments, which include the Aztec Ruins National Monument, has donated the said tract of land to the United States for addition to such monument; and

WHEREAS it appears that it would be in the public interest to reserve such tract of land as an addition to the said Aztec Ruins National Monument:

NOW, THEREFORE, I, HARRY S. TRUMAN, President of the United States of America, under and by virtue of the authority vested in me by section 2 of the act of June 8, 1906, c. 3060, 34 Stat. 225 (16 U. S. C. 431), do proclaim that, subject to valid existing rights, the following-described tract of land in New Mexico is hereby added to and reserved as a part of the Aztec Ruins National Monument:

Beginning at a point N. 00°53' E., 521.4 feet from the southwest corner of the southeast quarter (SE¼) of the southwest quarter (SW¼) of section 4, T. 30 N., R. 11 W., New Mexico Principal Meridian, the northwest corner of the present Aztec Ruins National Monument; thence N. 00°53' E., 278.2 feet, thence east 60.0 feet, thence S. 75°08' E., 85.13 feet, thence S. 68°52' E., 236.76 feet, thence S. 70°20' W., 20.33 feet, thence S. 64°46' W., 385.00 feet, along the present northerly boundary of Aztec Ruins National Monument to the point of beginning, containing 1.255 acres, more or less.

Warning is hereby expressly given to all unauthorized persons not to appropri-

ate, injure, destroy, or remove any feature of this monument and not to locate or settle upon any of the lands thereof.

The Director of the National Park Service, under the direction of the Secretary of the Interior, shall have the supervision, management, and control of this monument as provided in the act of Congress entitled "An Act To Establish a National Park Service, and for other purposes", approved August 25, 1916, 39 Stat. 535 (16 U.S.C. 1-3), and acts supplementary thereto or amendatory thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this 27th day of May in the year of our Lord nineteen hundred and forty-eight, and of the Independence of the United States of America the one hundred and seventy-second.

HARRY S. TRUMAN

By the President:

ROBERT A. LOVETT,
Acting Secretary of State.

[F. R. Doc. 48-48901; Filed, May 23, 1948;
12:19 p. m.]

PROCLAMATION 2788

PRAYER FOR PEACE: MEMORIAL DAY, 1948

BY THE PRESIDENT OF THE UNITED STATES
OF AMERICA
A PROCLAMATION

Memorial Day each year provides a fitting occasion upon which American citizens, who have ever been devoted to the ways of peace, may direct their attention to the human losses resulting from the ravages of war.

From the sacred memory of beloved friends and relatives who were sacrificed in the ordeal of battle, we may derive inspiration for renewed prayers and redoubled exertions in a mighty striving for peace.

Although the months and years after the end of hostilities in the world's most tragic war are steadily passing, mankind has not yet found the long-sought basis

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of an unbreakable, righteous peace. In all humility we wish to acknowledge our need for divine guidance.

NOW THEREFORE, I, HARRY S. TRUMAN, President of the United States of America, pursuant to a resolution of Congress approved May 28, 1948, do hereby call upon the people of the United States to observe Sunday, May 30, 1948,

as Memorial Day by praying to Almighty God, each in accordance with his religious faith, that permanent peace may prevail among men. And I designate the hour beginning at eight o'clock in the evening, Eastern Standard Time, as a period in which all the people of the United States may unite in prayer for a permanent peace.

I also request the newspapers, radio stations, and other media of information to cooperate in the observance of Memorial Day this year as a day of prayer, and particularly in the appeal for a universal prayer in the evening of that day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the City of Washington this 28th day of May in the year of our Lord nineteen hundred and [SEAL] forty-eight, and of the Independence of the United States of America the one hundred and seventy-second.

HARRY S. TRUMAN

By the President:

ROBERT A. LOVETT,
Acting Secretary of State.

[F. R. Doc. 48-4880; Filed, May 28, 1948;
12:19 p. m.]

TITLE 7—AGRICULTURE

Chapter IX—Production and Marketing Administration (Marketing Agreements and Orders)

PART 927—MILK IN NEW YORK METROPOLITAN MARKETING AREA

ORDER SUSPENDING CERTAIN PROVISIONS

Pursuant to the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C., 601 et seq.) hereinafter referred to as the "act" and of the order, as amended, regulating the handling of milk in the New York Metropolitan milk marketing area, hereinafter referred to as the "order" it is hereby found and determined that:

(a) The provision, "for the month of April 1948, \$5.02 per hundredweight for each of the months of May and June 1948, and \$5.46 per hundredweight for the month of July 1948" appearing in § 927.5 (a) (1) (ii) of the order, does not tend to effectuate the declared policy of the act with respect to all milk received from producers or cooperative associations of producers during the month of June 1948;

(b) In accordance with the Administrative Procedure Act (Public Law 404, 79th Cong., 60 Stat. 237) notice of proposed rule making, public procedure thereon, and 30 days' prior notice of the effective date hereof are found to be impracticable, unnecessary, and contrary to the public interest in that it is necessary to issue immediately and make effective not later than June 1, 1948, this suspension order to reflect current marketing conditions, to facilitate, promote, and maintain the orderly marketing of milk produced for the New York Metropolitan milk marketing area, and to insure the

production of an adequate supply of milk for future months. The changes caused by this suspension do not require of persons affected substantial or extensive preparation prior to the effective date. The time intervening between the date of issuance of this suspension and its effective date affords persons affected a reasonable time to prepare for its effective date.

It is therefore ordered, That the provision "for the month of April 1948, \$5.02 per hundredweight for each of the months of May and June 1948, and \$5.46 per hundredweight for the month of July 1948" appearing in § 927.5 (a) (1) (ii) of the order be and it hereby is suspended with respect to all milk received from producers or cooperative associations of producers during the month of June 1948.

(48 Stat. 31, 670, 675, 49 Stat. 750, 50 Stat. 246; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 25th day of May 1948.

[SEAL] N. E. DODD,
Acting Secretary of Agriculture.

[F. R. Doc. 48-4603; Filed, May 23, 1948;
8:47 a. m.]

[Grapefruit Reg. 89]

PART 933—ORANGES, GRAPEFRUIT, AND TANGERINES GROWN IN FLORIDA

LIMITATION OF SHIPMENTS

§ 933.393 *Grapefruit Regulation 98—*
(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 33, as amended (7 CFR, 1940 Supp., Part 933, 12 F. R. 7383) regulating the handling of oranges, grapefruit, and tangerines grown in the State of Florida, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended, and upon the basis of the recommendations of the committees established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of grapefruit, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that compliance with the preliminary notice and public rule making procedure requirements and the 30-day effective date requirement of the Administrative Procedure Act (Pub. Law 404, 79th Cong., 60 Stat. 237) is impracticable and contrary to the public interest in that the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient for such compliance, and a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(b) *Order.* (1) Grapefruit Regulation 97 (13 F. R. 2065) is hereby terminated as of the effective time of this regulation.

(2) During the period beginning at 12:01 a. m., e. s. t., May 29, 1948, and ending at 12:01 a. m., e. s. t., July 31, 1948, no handler shall ship:

(i) Any grapefruit of any variety, grown in the State of Florida, which grade U. S. No. 3, or lower than U. S. No. 3 grade (as such grades are defined in the United States Standards for citrus fruits, as amended (12 F. R. 6277))

(ii) Any seeded grapefruit, other than pink grapefruit, grown in the State of Florida which are of a size smaller than a size that will pack 96 grapefruit, packed in accordance with the requirements of a standard pack (as such pack is defined in the aforesaid amended United States Standards), in a standard box (as such box is defined in the standards for containers for citrus fruit established by the Florida Citrus Commission pursuant to section 3 of Chapter 20449, Laws of Florida, acts of 1941 (Florida Laws Annotated sec. 595.09))

(iii) Any seedless grapefruit, other than pink grapefruit, grown in the State of Florida which are of a size smaller than a size that will pack 126 grapefruit, packed in accordance with the requirements of a standard pack (as such pack is defined in the aforesaid amended United States Standards) in a standard box (as such box is defined in the aforesaid standards for containers for citrus fruit), or

(iv) Any pink grapefruit, grown in the State of Florida, which are of a size smaller than a size that will pack 126 grapefruit, packed in accordance with the requirements of a standard pack (as such pack is defined in the aforesaid amended United States Standards), in a standard box (as such box is defined in the aforesaid standards for containers for citrus fruit).

(3) As used in this section, "variety," "handler," and "ship" shall have the same meaning as is given to each such term in said amended marketing agreement and order. (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 27th day of May 1948.

[SEAL] S. R. SMITH,
Director, Fruit and Vegetable
Branch, Production and Mar-
keting Administration.

[F. R. Doc. 48-4344; Filed, May 23, 1948;
9:20 a. m.]

[Orange Reg. 146]

PART 933—ORANGES, GRAPEFRUIT, AND TANGERINES GROWN IN FLORIDA

LIMITATION OF SHIPMENTS

§ 933.392 *Orange Regulation 146—*
(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 33, as amended (7 CFR, 1946 Supp., Part 933, 12 F. R. 7383) regulating the handling of oranges, grapefruit, and tangerines grown in the State of Florida, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended, and upon the basis of the recommendations of the committees established under the afore-

said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of oranges, as herein-after provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that compliance with the preliminary notice and public rule making procedure requirements and the 30-day effective date requirement of the Administrative Procedure Act (Pub. Law 404, 79th Cong., 60 Stat. 237) is impracticable and contrary to the public interest in that the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient for such compliance, and a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(b) *Order* (1) Orange Regulation 145 (13 F. R. 2639) is hereby terminated as of the effective time of this regulation.

(2) During the period beginning at 12:01 a. m., e. s. t., May 29, 1948, and ending at 12:01 a. m., e. s. t., June 14, 1948, no handler shall ship:

(i) Any oranges, except Temple oranges, grown in the State of Florida which grade U. S. No. 3 or lower than U. S. No. 3 grade;

(ii) Any oranges, except Temple oranges, grown in the State of Florida which grade U. S. Fancy, U. S. No. 1, U. S. No. 1 Bright, U. S. No. 1 Golden, U. S. No. 1 Bronze, or U. S. No. 1 Russet unless such oranges are of a size not larger than a size that will pack 126 oranges, packed in accordance with the requirements of a standard pack, in a standard nailed box;

(iii) Any oranges, except Temple oranges, grown in Regulation Area I which grade U. S. Combination unless such oranges are of a size not larger than a size that will pack 126 oranges, packed in accordance with the requirements of a standard pack, in a standard nailed box;

(iv) Any oranges, except Temple oranges, grown in Regulation Area I which grade U. S. Combination Russet or U. S. No. 2 Russet; or

(v) Any oranges, except Temple oranges grown in the State of Florida which are of a size larger than a size that will pack 150 oranges packed in accordance with the requirements of a standard pack, in a standard nailed box: *Provided*, That, such maximum size restriction shall not be applicable to shipments of oranges meeting the requirements of subdivisions (ii) or (iii) of this subparagraph.

(3) As used in this section, the terms "handler," "ship," "Regulation Area I," and "Regulation Area II" shall each have the same meaning as when used in said amended marketing agreement and order; and the terms "U. S. Fancy," "U. S. No. 1," "U. S. No. 1 Bright," "U. S. No. 1 Golden," "U. S. No. 1 Bronze," "U. S. No. 1 Russet," "U. S. Combination Russet," "U. S. Combination," "U. S. No. 2 Russet," "U. S. No. 3" "standard pack," and

"standard nailed box" shall each have the same meaning as when used in the United States Standards for citrus fruits, as amended (12 F. R. 6277).

Shipments of Temple oranges grown in the State of Florida are subject to the provisions of Orange Regulation 138 (13 F. R. 793) (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 27th day of May 1948.

[SEAL]

S. R. SMITH,
*Director Fruit and Vegetable
Branch, Production and Mar-
keting Administration.*

[F. R. Doc. 48-4845; Filed, May 28, 1948;
9:20 a. m.]

[Lemon Reg. 276]

PART 953—LEMONS GROWN IN CALIFORNIA AND ARIZONA

LIMITATION OF SHIPMENTS

§ 953.363 *Lemon Regulation 276*—(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 53, as amended (7 CFR, Cum. Supp., 953.1 et seq., 13 F. R. 766) regulating the handling of lemons grown in the State of California or in the State of Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended, and upon the basis of the recommendation and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of the quantity of such lemons which may be handled, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that compliance with the preliminary notice and public rule making procedure requirements and the 30-day effective date requirement of the Administrative Procedure Act (Pub. Law 404, 79th Cong., 2d Sess., 60 Stat. 237) is impracticable and contrary to the public interest in that the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient for such compliance, and a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(b) *Order.* (1) The quantity of lemons grown in the State of California or in the State of Arizona which may be handled during the period beginning at 12:01 a. m., P. s. t., May 30, 1948, and ending at 12:01 a. m., P. s. t., June 6, 1948, is hereby fixed as follows:

(i) *District 1.* 625 carloads.

(ii) *District 2.* Unlimited movement.

(2) The prorate base of each handler who has made application therefor, as provided in the said amended marketing agreement and order, is hereby fixed in accordance with the prorate base schedule which is attached to Lemon

Regulation 275 (13 F. R. 2768) and made a part hereof by this reference.

(3) As used in this section, "handled," "handler," "carloads," "prorate base," "District 1," and "District 2" shall have the same meaning as is given to each such term in the said amended marketing agreement and order. (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 27th day of May 1948.

[SEAL]

S. R. SMITH,
*Director Fruit and Vegetable
Branch, Production and Mar-
keting Administration.*

[F. R. Doc. 48-4871; Filed, May 28, 1948;
9:20 a. m.]

PART 953—LEMONS GROWN IN CALIFORNIA AND ARIZONA

DETERMINATION RELATIVE TO AMENDED BUDGET OF EXPENSES AND FIXING OF RATE OF ASSESSMENT FOR 1947-48 FISCAL YEAR

Notice of proposed rule-making regarding the proposed amendment to the previously approved (12 F. R. 8439) budget of expenses and rate of assessment was published in the FEDERAL REGISTER on April 24, 1948 (13 F. R. 2229), and all interested persons were given an opportunity to submit written data, views, or arguments, relative to the proposal. The rate of assessment for the 1947-48 fiscal year under Marketing Agreement No. 94 and Order No. 53 (7 CFR, Cum. Supp., 953.1 et seq.) regulating the handling of lemons grown in the States of California and Arizona, which is hereinafter amended, was approved by the Secretary of Agriculture on December 18, 1947.

The amendment (13 F. R. 766) of the marketing agreement and order, effective March 23, 1948, extended the ambit of the program so as to cover such handling of lemons as directly burdens, obstructs, or affects the handling of lemons in interstate commerce or commerce with Canada. The expenses to be incurred for the maintenance and functioning of the Lemon Administrative Committee with respect to its activities under the amended marketing agreement and order will, therefore, be increased; and it is necessary to revise the previous budget of expenses and rate of assessment. Section 3 of the marketing agreement, as amended, and § 953.3 of Order No. 53, as amended, provide that at any time during a fiscal year the Secretary may increase the rate of assessment in order to secure sufficient funds to cover any later finding by the Secretary relative to the expenses of the aforesaid committee. Such increase shall be applicable to all lemons handled during the fiscal year.

After consideration of all relevant matters presented, including the proposals set forth in the aforesaid notice, it is hereby found that the necessary expenses to be incurred by the Lemon Administrative Committee for its maintenance and functioning during the fiscal year beginning on November 1, 1947, and ending on October 31, 1948, both dates inclusive, will amount to \$124,997.25.

It is, therefore, ordered, That the provisions in § 953.202 *Budget of expenses and rate of assessment for the 1947-48 fiscal year* (12 F. R. 8439) are hereby amended to read as follows:

§ 953.202 *Budget of expenses and rate of assessment for the 1947-48 fiscal year.* (a) The expenses necessary to be incurred by the Lemon Administrative Committee, established pursuant to the provisions of the amended marketing agreement and order (Order No. 53, as amended; 7 CFR, Cum. Supp., Part 53; 13 F. R. 766) for the maintenance and functioning, during the fiscal year beginning on November 1, 1947, and ending on October 31, 1948, both dates inclusive, of such committee will amount to \$124,997.25, and the rate of assessment to be paid, in accordance with the aforesaid amended marketing agreement and order, by each handler who first handles lemons shall be one and one-half cents (\$.015) per box of lemons, or an equivalent quantity of lemons, handled by him as the first handler thereof during said fiscal year; and such rate of assessment is hereby approved as each such handler's pro rata share of the aforesaid expenses.

(b) The provisions hereof shall become effective 30 days after publication of this section in the FEDERAL REGISTER.

(c) As used in this section, the terms "box," "lemons," "handle," "handled," "handles," and "handler" shall have the same meaning as is given to the respective term in said amended marketing agreement and order: *Provided*, That, with respect to lemons handled during the period November 1, 1947, through March 22, 1948, the terms "handle," "handled," and "handles" shall have the same meaning as given to the respective term in the marketing agreement and Order No. 53 (7 CFR, Cum. Supp., 953.1 et seq.) in effect prior to March 23, 1948. (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Issued this 25th day of May 1948.

[SEAL] N. E. DODD,
Acting Secretary of Agriculture.

[F. R. Doc. 48-4807; Filed, May 28, 1948;
8:47 a. m.]

[Orange Reg. 232]

PART 966—ORANGES GROWN IN CALIFORNIA
AND ARIZONA

LIMITATION OF SHIPMENTS

§ 966.378 *Orange Regulation 232—(a) Findings.* (1) Pursuant to the provisions of Order No. 66 (7 CFR, Cum. Supp., 966.1 et seq.) regulating the handling of oranges grown in the State of California or in the State of Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended, and upon the basis of the recommendation and information submitted by the Orange Administrative Committee, established under the said order, and upon other available information, it is hereby found that the limitation of the quantity of such oranges which may be handled, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that compliance with the preliminary notice and public rule making procedure requirements and the 30-day effective date requirement of the Administrative Procedure Act (Pub. Law 404, 78th Cong., 2d sess., 60 Stat. 237) is impracticable and contrary to the public interest in that the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient for such compliance, and a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(b) *Order* (1) The quantity of oranges grown in the State of California or in the State of Arizona which may be handled during the period beginning at 12:01 a. m., P. s. t., May 30, 1948, and ending at 12:01 a. m., P. s. t., June 6, 1948, is hereby fixed as follows:

(i) *Valencia oranges.* (a) Prorate District No. 1, 400 carloads; (b) Prorate District No. 2, 350 carloads; (c) Prorate District No. 3, unlimited movement.

(ii) *Oranges other than Valencia oranges.* (a) Prorate District No. 1, no movement; (b) Prorate District No. 2, unlimited movement; and (c) Prorate District No. 3, no movement.

(2) The prorate base of each handler who has made application therefor, as provided in the said order, is hereby fixed in accordance with the prorate base schedule which is attached hereto and made a part hereof by this reference.

(3) As used in this section, "handled," "handler," "carloads," and "prorate base" shall have the same meaning as is given to each such term in the said order; and "Prorate District No. 1," "Prorate District No. 2," and "Prorate District No. 3" shall have the same meaning as is given to each such term in § 966.107 of the rules and regulations (11 F. R. 10258) issued pursuant to said order. (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 27th day of May 1948.

[SEAL] S. R. SMITH,
Director, Fruit and Vegetable
Branch, Production and Mar-
keting Administration.

PRORATE BASE SCHEDULE

[12:01 a. m. May 30, 1948, to 12:01 a. m.
June 6, 1948]

VALENCIA ORANGES

Prorate District No. 1

Handler	Prorate base (percent)
Total	100.0000
A. F. G. Lindsay	2.6900
A. F. G. Porterville	2.4114
Ivanhoe Coop. Association	.5203
Dofflemyer, W. Todd & Son	.4729
Elderwood Citrus Association	1.6570
Exeter Citrus Association	1.3053
Exeter Orange Growers Association	.8315
Hillside Packing Association, The	8.5752
Ivanhoe Mutual Orange Association	1.1663
Klink Citrus Association	4.2304

PRORATE BASE SCHEDULE—Continued

VALENCIA ORANGES—continued

Prorate District No. 1—Continued

Handler	Prorate base (percent)
Lemon Cove Association	1.7152
Lindsay Citrus Growers Association	3.6003
Lindsay Coop. Citrus Association	2.2257
Lindsay District Orange Co.	1.0005
Lindsay Fruit Association	2.5631
Lindsay Orange Growers Association	.7104
Orange Cove Citrus Association	2.3177
Orange Cove Orange Growers Association	1.5342
Orange Packing Co.	1.8305
Oroni Foothill Citrus Association	1.1676
Paloma Citrus Fruit Association	.7223
Rocky Hill Citrus Association	2.4958
Sanger Citrus Association	2.1622
Sequoia Citrus Association	.8453
Stark Packing Corp.	4.4429
Visalia Citrus Association	1.7333
Waddell & Sons	2.6410
Orland Orange Growers Association, Inc.	.0293
Enrd-Nacco Corp.	2.2362
Grand View Heights Citrus Association	4.7789
Magnolia Citrus Association	2.6287
Richgrove-Jasmine Citrus Association	1.6005
Sandlands Fruit Co.	1.9372
Strathmore Coop. Association	3.1572
Strathmore District Orange Association	2.0727
Strathmore Fruit Growers Association	1.9857
Strathmore Packing House Co.	1.1416
Sunflower Packing Association	2.0322
Sunland Packing House Co.	3.4071
Tule River Citrus Association	1.0225
Vandalla Packing Association	.0547
Exeter Groves Packing Co.	.1625
Krepps Bros., Ltd.	1.5203
Lindsay Mutual Groves	2.0378
Martin Ranch	1.1243
Woodlake Packing House	1.0563
Anderson Packing Co., E. M.	.5176
Baker Bros.	1.0503
Calif. Cit. Groves, Inc., Ltd.	2.6003
Chas. Co., Meyer W.	.1473
Farr, H. C.	.2095
Harding & Leggett	2.2111
Lo Bus Bros.	.5216
Marks, W. & M.	.2440
Randolph Marketing Co.	1.1621
Raymond Bros.	.0203
Reimers, Dan H.	.2432
Ecote Packing Co., B. G.	1.3554
Webb Packing Co., Inc.	.3143
Wollenman Packing Co.	1.7351
Woodlake Heights Packing Corp.	1.5314
Zaninovich Bros.	.3171

Prorate District No. 2

Total 100.0000

A. F. G. Alta Loma	.6703
A. F. G. Corona	.2103
A. F. G. Fullerton	.7723
A. F. G. Orange	.5783
A. F. G. Riverside	.1251
A. F. G. San Juan Capistrano	.6373
A. F. G. Santa Paula	.5212
Haroldine Packing Company	.3741
Flacencia Pioneer Valencia Growers Association	.6720
Signal Fruit Association	.1495
Azuca Citrus Association	.3769
Azuca Orange Co., Inc.	.6009
Corina Valley Orange Co.	.0578
Damerel-Aillon Co.	.8540
Glandora Mutual Orange Association	.3603
Irwindale Citrus Association	.4407
Puente Mutual Citrus Association	.1623
Valencia Heights Orchard Association	.4184

RULES AND REGULATIONS

PRORATE BASE SCHEDULE—Continued

VALENCIA ORANGES—continued

Prorate District No. 2—Continued

Handler	Prorate base (percent)
Covina Citrus Association.....	1.1541
Covina Orange Growers Association.....	.5603
Glendora Citrus Association.....	.3891
Glendora Heights Orange and Lemon Growers Association.....	.0597
Gold Buckle Association.....	.5939
La Verne Orange Association.....	.6798
Anaheim Citrus Fruit Association.....	1.2361
Anaheim Valencia Orange Association.....	1.0383
Eadlington Fruit Co., Inc.....	2.6394
Fullerton Mutual Orange Association.....	1.3699
La Habra Citrus Association.....	1.0758
Orange County Valencia Association.....	.8827
Orangethorpe Citrus Association.....	.8994
Placentia Coop. Orange Association.....	.7578
Yorba Linda Citrus Association, The.....	.5933
Alta Loma Heights Citrus Association.....	.1036
Citrus Fruit Growers.....	.1553
Cucamonga Citrus Association.....	.1563
Etiwanda Citrus Fruit Association.....	.0409
Mountain View Fruit Association.....	.0159
Old Baldy Citrus Association.....	.1332
Rialto Heights Orange Growers.....	.0642
Upland Citrus Association.....	.3852
Upland Heights Orange Association.....	.1610
Consolidated Orange Growers.....	1.7706
Frances Citrus Association.....	1.1661
Garden Grove Citrus Association.....	1.4102
Goldenwest Citrus Association, The.....	1.5162
Irvine Valencia Growers.....	2.6374
Olive Heights Citrus Association.....	1.8129
Santa Ana-Tustin Mutual Citrus Association.....	1.0584
Santiago Orange Growers Association.....	4.0053
Tustin Hills Citrus Association.....	1.9687
Villa Park Orchards Association, The.....	1.6079
Bradford Bros., Inc.....	.6943
Placentia Mutual Orange Association.....	1.8496
Placentia Orange Growers Association.....	2.3552
Yorba Orange Growers Association.....	.5129
Call Ranch.....	.0772
Corona Citrus Association.....	.5596
Jameson Co.....	.0586
Orange Heights Orange Association.....	.3711
Crafton Orange Growers Association.....	.4183
E. Highlands Citrus Association.....	.0923
Fontana Citrus Association.....	.1210
Highland Fruit Growers Association.....	.0490
Redlands Heights Groves.....	.2855
Redlands Orangedale Association.....	.3245
Break & Sons, Allen.....	.0542
Bryn Mawr Fruit Growers Association.....	.2383
Krinard Packing Co.....	.3509
Mission Citrus Association.....	.1475
Redlands Cooperative Fruit Association.....	.3571
Redlands Orange Growers Association.....	.2635
Redlands Select Groves.....	.2781
Rialto Citrus Association.....	.1721
Rialto Orange Co.....	.1467
Southern Citrus Association.....	.1626
United Citrus Growers.....	.1540
Zilen Citrus Co.....	.0985
Arlington Heights Citrus Co.....	.0930
Brown Estate, L. V. W.....	.1565
Gavilan Citrus Association.....	.1739
Hemet Mutual Groves.....	.0999
Highgrove Fruit Association.....	.0818

PRORATE BASE SCHEDULE—Continued

VALENCIA ORANGES—continued

Prorate District No. 2—Continued

Handler	Prorate base (percent)
McDermont Fruit Co.....	0.1982
Monte Vista Citrus Association.....	.2072
National Orange Co.....	.0429
Riverside Heights Orange Growers Association.....	.0809
Sierra Vista Packing Association.....	.0682
Victoria Avenue Citrus Association.....	.2271
Claremont Citrus Association.....	.1988
College Heights Orange and Lemon Association.....	.2361
El Camino Citrus Association.....	.0962
Indian Hill Citrus Association.....	.1861
Pomona Fruit Growers Exchange.....	.4613
Walnut Fruit Growers Association.....	.5295
West Ontario Citrus Association.....	.4063
El Cajon Valley Citrus Association.....	.2735
Escondido Orange Association.....	2.6624
San Dimas Orange Growers Association.....	.4749
Andrews Bros. of Calif.....	.5920
Ball & Tweedy Association.....	.6236
Canoga Citrus Association.....	.9768
N. Whittier Heights Citrus Association.....	.9182
San Fernando Fruit Growers Association.....	.6310
San Fernando Heights Orange Association.....	1.0159
Sierra Madre-Lamanda Citrus Association.....	.4128
Camarillo Citrus Association.....	1.3145
Fillmore Citrus Association.....	3.5221
Mupu Citrus Association.....	2.9066
Ojai Orange Association.....	.9790
Piru Citrus Association.....	1.9463
Santa Paula Orange Association.....	1.1049
Tapo Citrus Association.....	1.2125
Limoneira Co.....	.5762
East Whittier Citrus Association.....	.3839
El Ranchito Citrus Association.....	1.0418
Murphy Ranch Co.....	.4526
Rivera Citrus Association.....	.4225
Whittier Citrus Association.....	.6260
Whittier Select Citrus Association.....	.3564
Anaheim Coop. Orange Association.....	1.2479
Bryn Mawr Mutual Orange Association.....	.1261
Chula Vista Mutual Lemon Association.....	.1202
Escondido Coop. Citrus Association.....	.3401
Euclid Avenue Orange Association.....	.4576
Foothill Citrus Union, Inc.....	.0336
Fullerton Coop. Orange Association.....	.4410
Garden Grove Orange Coop., Inc.....	.6836
Golden Orange Groves, Inc.....	.2926
Highland Mutual Groves.....	.0351
Index Mutual Groves.....	.2121
La Verne Coop. Citrus Association.....	1.2011
Mentone Heights Association.....	.0769
Olive Hillside Groves.....	.4924
Orange Coop. Citrus Association.....	1.0548
Redlands Foothill Groves.....	.5952
Redlands Mutual Orange Association.....	.1661
Riverside Citrus Association.....	.0639
Ventura County Orange & Lemon Association.....	.9489
Whittier Mutual Orange & Lemon Association.....	.1327
Babijuce Corp. of Calif.....	.4834
Banks Fruit Co.....	.2806
Banks, L. M.....	.5049
Borden Fruit Co.....	.9298
California Associated Growers.....	.0935
California Fruit Distributors.....	.3207
Cherokee Citrus Co., Inc.....	.1619
Chess Co., Meyer W.....	.2719
Escondido Avocado Growers.....	.0248
Evans Brothers Packing Co.....	.2052
Gold Banner Association.....	.2935
Granada Hills Packing Co.....	.0305
Granada Packing House.....	1.7776

PRORATE BASE SCHEDULE—Continued

VALENCIA ORANGES—continued

Prorate District No. 2—Continued

Handler	Prorate base (percent)
Hill, Fred A.....	0.0774
Inland Fruit Dealers.....	.1078
Orange Belt Fruit Distributors.....	1.8771
Panno Fruit Co., Carlo.....	.0858
Paramount Citrus Association, Inc.....	.6003
Placentia Orchard Co.....	.4707
San Antonio Orchard Co.....	.4708
Snyder & Sons Co., W. A.....	.6428
Stephens, T. F.....	.1621
Wall, E. T.....	.1331
Webb Packing Co.....	.2261
Western Fruit Growers, Inc., Reds.....	.7657

[F. R. Doc. 48-4870; Filed, May 28, 1948; 9:20 a. m.]

TITLE 15—COMMERCE

Chapter III—Office of Domestic Commerce, Bureau of Foreign and Domestic Commerce, Department of Commerce

[Materials Control Reg. 2, As Amended May 7, 1948]

PART 329—DELEGATIONS OF AUTHORITY FOR THE OFFICE OF DOMESTIC COMMERCE

COMPLIANCE COMMISSIONER FUNCTIONS FOR OFFICE OF DOMESTIC COMMERCE

Correction

In Federal Register Document 48-4267, appearing at page 2509 of the issue for Tuesday, May 11, 1948, the text, now designated "§ 329.1" should be designated "§ 329.2"

Chapter V—Weather Bureau, Department of Commerce

PART 502—ORGANIZATION

FIELD STATIONS

Section 502.10 *Field stations* (11 F. R. 177A—334-336; 12 F. R. 1052, 5867; 13 F. R. 150, 1147) is amended as indicated below.

Region 1. Delete: "Philipsburg, Pa."
Region 2. Delete: "Lakeland, Fla., Airport."

Region 3. Add: "Wilmington, Ohio."
Region 5. Add: "Colorado Springs, Colo., Airport." Delete: "Rapid City, S. Dak., Airport."

Region 8. Add: "Dutch Harbor, Alaska; Yakutat, Alaska."

European-North African Area. Add: "Airport, Tripoli, Libya." Delete: "Templehof Aerodrome, Berlin, Germany"; "Airport, Dhahran, Saudi Arabia"; "Rhein Main Aerodrome, Frankfurt, Germany."

Caribbean-West Indian Area. Delete: "Vernam Field, Kingston, Jamaica, British West Indies"; "Waller Field, Port of Spain, Trinidad"; "Beane Field, St. Lucia, British West Indies."

Southern and Western Pacific Area. Delete: "Airport, Johnston Island"; "Misalva, Japan"; "Airport, Okinawa, Ryukyu Islands."

Arctic Operations Project: Add: "Isachsen, Northwest Territory, Canada" "Prince Patrick Island, Canada" (R. S. 161, 5 U. S. C. 22)

[SEAL] F. W. REICHELDERFER,
Chief of Bureau.

Approved:

CHARLES SAWYER,
Secretary of Commerce.

[F. R. Doc. 48-4816; Filed, May 28, 1948;
8:50 a. m.]

TITLE 31—MONEY AND FINANCE: TREASURY

Chapter I—Monetary Offices, Department of the Treasury

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

TRANSFER OF SECURITIES; REVOCATION OF GENERAL LICENSE NO. 1A

MAY 29, 1948.

Revocation of General License No. 1A under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, section 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

Section 131.1a (General License No. 1A) is hereby revoked, effective June 15, 1948.

(Sec. 5 (b) 40 Stat. 415, 966, sec. 2, 48 Stat. 1, 54 Stat. 179; sec. 301, 55 Stat. 839; 12 U. S. C. 95a, 50 U. S. C. Sup., 5 (b) E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs., Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946 and Jan. 1, 1947; 31 CFR, Cum. Supp., 130.1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL] JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4823; Filed, May 28, 1948;
9:00 a. m.]

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

AUTHORIZATION OF CERTAIN PAYMENTS FOR LIVING EXPENSES FROM CERTAIN BLOCKED NATIONALS

MAY 29, 1948.

Amendment to General License No. 11 under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, section 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

Section 131.11 (General License No. 11) is hereby amended effective June 15, 1948, to read as follows:

§ 131.11 *General License No. 11—(a) Certain payments for living expenses*

from certain blocked accounts authorized. A general license is hereby granted authorizing payments and transfers of credit in the United States from blocked accounts in domestic banking institutions held in the name of an individual within the United States to or upon the order of such individual, *Provided, That:*

(1) Such payments and transfers of credit are made for the living, traveling, and similar personal expenses in the United States of such individual or his family; and

(2) The total of all such payments and transfers of credit made under this general license from the accounts of such individual does not exceed \$250 in any one calendar month.

(b) *Duty of banking institutions acting under this license.* Banking institutions effecting any such payment or transfer of credit shall satisfy themselves that the terms of this license are complied with.

(c) *Restrictions of General Ruling No. 11A.* Attention is directed to the special restrictions contained in General Ruling No. 11A pertaining to dealings in certain property in which there is any interest of Germany or Japan or certain nationals thereof. (Sec. 5 (b) 40 Stat. 415, 866, sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 12 U. S. C. 95a, 50 U. S. C. Sup., 5 (b) E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs., Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946 and Jan. 1, 1947; 31 CFR, Cum. Supp., 130.1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL] JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4825; Filed, May 23, 1948;
9:00 a. m.]

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

CERTAIN REMITTANCES FOR LIVING EXPENSES

MAY 29, 1948.

Amendment to General License No. 32 under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, section 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

Section 131.32 (General License No. 32) is hereby amended effective June 15, 1948, to read as follows:

§ 131.32 *General License No. 32—(a) Certain remittances for living expenses authorized.* A general license is hereby granted authorizing remittances by any person to any individual who is within any foreign country, provided the following terms and conditions are complied with:

(1) Such remittances are made only for the necessary living expenses of the

payee and his household and do not exceed \$250 in any one calendar month to any one household;

(2) Such remittances are not made from a blocked account other than from an account in a banking institution within the United States in the name of, or in which the beneficial interest is held by, the payee or members of his household;

(3) Notwithstanding paragraph (b) of § 131.94 (General License No. 94) if the payee is within Austria, Belgium, Denmark, France, Greece, Italy, Luxembourg, the Netherlands, Norway, or Sweden, the remittance may be effected only by the payment of the dollar amount of the remittance to a domestic bank for credit to an account in the name of a bank within such country.

(4) If the payee is within Portugal, such remittances must be made through a domestic bank and any domestic bank is authorized to effect such remittances which, however, may be effected only.

(i) By the payment of the dollar amount of the remittance to a domestic bank for credit to a blocked account in the name of a banking institution within Portugal; or

(ii) By the acquisition of foreign exchange from a person in the United States having a license specifically authorizing the sale of such exchange.

(5) If the payee is within any foreign country other than a foreign country specified in subparagraphs (3) and (4) of this paragraph, the remittances may be effected in any manner.

(b) *Duty of persons and domestic banks acting under this license.* All persons making such remittances and all domestic banks effecting such remittances shall satisfy themselves that the foregoing terms and conditions are complied with.

(c) *Definition.* As used in this section the term "household" shall mean:

(1) Those individuals sharing a common dwelling as a family; or

(2) Any individual not sharing a common dwelling with others as a family.

(d) *Restrictions of General Ruling No. 11A.* Attention is directed to the special restrictions contained in General Ruling No. 11A pertaining to dealings in certain property in which there is any interest of Germany or Japan or certain nationals thereof.

(e) *Restrictions of Public Circular No. 25.* Attention is directed to paragraph

(4) of Public Circular No. 25 providing that this section shall not be deemed to authorize any remittance to any citizen or subject of Germany, Japan, Bulgaria, Hungary or Rumania who is within any such country or to any citizen or subject of Germany or Japan within Italy. (Sec. 5 (b) 40 Stat. 415, 966, sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 12 U. S. C. 95a, 50 U. S. C. App., 5 (b) E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs., Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946 and Jan.

1, 1947, 31 CFR, Cum. Supp., 130.1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL]

JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4851; Filed, May 28, 1948;
9:02 a. m.]

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

CERTAIN REMITTANCES FOR LIVING EXPENSES

MAY 29, 1948.

General License No. 32A, as amended under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, section 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

Section 131.32a (General License No. 32A) is hereby amended effective June 15, 1948, to read as follows:

§ 131.32a *General License No. 32A—*
(a) *Certain remittances for living expenses authorized.* A general license is hereby granted authorizing remittances from blocked accounts by any person to any individual within Bulgaria, Hungary or Rumania who is a citizen or subject of any such country, *Provided, That:*

(1) Such remittances are made only for the necessary living expenses of the payee and his household and are not made from any account other than an account in the name of, or in which the beneficial interest is held by, the payee or a member of his household; and

(2) Such remittances do not exceed \$100 in any one calendar month plus an additional sum of not more than \$25 for each member of the payee's household in addition to the payee, but in no event shall more than \$200 per calendar month be remitted to any such individual and his household.

(b) *Refunds.* Any person in the United States receiving the amount of any remittance ordered pursuant to this general license for transmittal to Bulgaria, Hungary, or Rumania may refund such amount when advised that the remittance cannot be effected.

(c) *Definition.* As used in this section, the term "household" shall mean:

(1) Those individuals sharing a common dwelling as a family; or

(2) Any individual not sharing a common dwelling with others as a family. (Sec. 5 (b) 40 Stat. 415, 966, sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 12 U. S. C. 95a, 50 U. S. C. App., 5 (b), E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs., Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946, and Jan. 1, 1947; 31 CFR, Cum. Supp., 130.1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL]

JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4852; Filed, May 28, 1948;
9:02 a. m.]

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

SPAIN; REVOCATION OF GENERAL LICENSE NO. 52

MAY 29, 1948.

Revocation of General License No. 52 under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, section 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

Section 131.52 (General License No. 52) is hereby revoked.

(Sec. 5 (b), 40 Stat. 415, 966, sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 12 U. S. C. 95a, 50 U. S. C. App., 5 (b) E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs., Apr. 10, 1940, as amended, June 14, 1941, Feb. 19, 1946, June 28, 1946, and Jan. 1, 1947; 31 CFR, Cum. Supp., 130.1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL]

JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4827; Filed, May 28, 1948;
9:00 a. m.]

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

IMPORTING AND EXPORTING BETWEEN U. S. AND MEMBERS OF GENERALLY LICENSED TRADE AREA

MAY 29, 1948.

Amendment to General License No. 53 under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, section 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

Paragraph (d) (1) of § 131.53 (paragraph (4) (a) of General License No. 53) is hereby amended to read as follows:

§ 131.53 *General License No. 53.*
* * *

(d) As used in this section:

(1) The term "generally licensed trade area" shall include all foreign countries except the following:

(i) Germany and Japan;
(ii) Bulgaria, Hungary, Roumania, and Italy;

(iii) Sweden, Switzerland, Portugal, and Liechtenstein;

(iv) France (including Monaco), Belgium, Norway, Finland, the Netherlands, Czechoslovakia, Luxembourg, Denmark, Greece, Poland, Estonia, Latvia, Lithuania, Austria, and Yugoslavia, but not including any colony or other non-European territory subject to the jurisdiction of any such country except French West Africa, Algeria, Tunisia, and French Morocco. (Sec. 5 (b), 40 Stat. 415, 966,

sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 12 U. S. C. 95a, 50 U. S. C. App., 5 (b); E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs., Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946, and Jan. 1, 1947; 31 CFR, Cum. Supp., 130.1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL]

JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4853; Filed, May 28, 1948;
9:02 a. m.]

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

CERTAIN U. S. CITIZENS GENERALLY LICENSED AND PAYMENTS FROM ACCOUNTS BY CERTAIN OTHER PERSONS

MAY 29, 1948.

General License No. 74, as amended, under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, section 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

Section 131.74 (General License No. 74) is hereby amended effective June 15, 1948, to read as follows:

§ 131.74 *General License No. 74, certain United States citizens generally licensed and payments from accounts by certain other persons authorized—*(a) *Certain United States citizens licensed as generally licensed nationals.* A general license is hereby granted licensing as a generally licensed national any citizen of the United States who is within any foreign country and who is a national of a blocked country solely by reason of having established residence in a blocked country subsequent to June 6, 1944.

(b) *Limited payments from accounts of other United States citizens authorized.* This section also authorizes payments and transfers of credit from blocked accounts in the United States for expenditures within the United States or the Generally Licensed Trade Area, as defined in § 131.53 (General License No. 53), of any citizen of the United States who is within any foreign country and who is not entitled to the benefits of paragraph (a) of this section: *Provided, That* the following terms and conditions are complied with:

(1) Such payments and transfers are made only from blocked accounts in the name of, or in which the beneficial interest is held by, such citizen or his family;

(2) The total of all such payments and transfers made under this section does not exceed \$1,000 in any one calendar month for any such citizen or his family.

(c) *Certain transactions not authorized.* This section shall not be deemed to authorize any remittance to any blocked country or, except as expressly

authorized above, any other payment, transfer, or withdrawal which could not be effected without a license by a person within the United States who is not a national of any blocked country. (Sec. 5 (b) 40 Stat. 415, 966, sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 12 U. S. C. 95a, 50 U. S. C. App., 5 (b), E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs., Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946, and Jan. 1, 1947; 31 CFR, Cum. Supp., 130.1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL] JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4850; Filed, May 28, 1948;
9:01 a. m.]

[Public Circ. 36]

APPENDIX B TO PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO
REVOCATIONS OF AND RESTRICTIONS ON CERTAIN SPECIFIC LICENSES AND AUTHORIZATIONS

MAY 29, 1948.

Public Circular No. 36 under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, sections 3 (a) and 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to Foreign Funds Control.

(1) *Certain specific licenses and authorizations revoked.* To the extent that they authorize any transactions set forth below, all licenses and authorizations of whatsoever character, other than those contained in general rulings, general licenses and public circulars, are hereby revoked effective June 30, 1948 and all licenses and authorizations hereafter issued except those which expressly refer to this public circular, shall be ineffective to the extent that they purport to authorize any such transactions after June 30, 1948:

(a) Withdrawals from blocked accounts for payments or remittances for the purpose of living, travelling or other similar personal expenses;

(b) Withdrawals from blocked accounts for remittances, regardless of the purpose, to Austria, Belgium, Denmark, France, Greece, Italy, Luxembourg, the Netherlands, Norway or Sweden by any means other than by the payment of the dollar amount of the remittance to a domestic bank for credit to an account in the name of a bank within such country.

(2) *Exceptions.* The provisions hereof shall not apply to any license under which all payments, transfers and withdrawals may be effected from an account, including any license which permits an account to be treated as the account of a generally licensed national.

(Sec. 3 (a) 40 Stat. 412, sec. 5 (b) 40 Stat. 415, 966, sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 50 U. S. C.

No. 106—2

3 (a) 12 U. S. C. 95a, 50 U. S. C. App., 5 (b) E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs. Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946 and Jan. 1, 1947; 31 CFR, Cum. Supp., 130.1-7; 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL] JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4824; Filed, May 23, 1948;
8:00 a. m.]

[Public Circ. 37]

APPENDIX B TO PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO
REPORTS TO BE FILED ON FORM TFR-600

MAY 29, 1948.

Public Circular No. 37 under Executive Order No. 8389, as amended, Executive Order No. 9193, as amended, sections 3 (a) and 5 (b) of the Trading With the Enemy Act, as amended by the First War Powers Act, 1941, relating to Foreign Funds Control.

Relating to reports to be filed on Form TFR-600 with respect to property subject to the jurisdiction of the United States in which certain persons had any interest of any nature whatsoever, direct or indirect.

SECTION 1. *Requirement that reports be filed on Form TFR-600.* Reports on Form TFR-600 are hereby required to be filed on or before July 15, 1948, with respect to all property subject to the jurisdiction of the United States on the opening of business on June 1, 1948, in which on that date, any blocked country or national thereof had an interest, except that no report shall be required with respect to property specifically exempted by section 3. As used throughout this public circular the term "blocked country" shall mean Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Estonia, Finland, France (including Monaco) Germany, Greece, Hungary, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, The Netherlands, Norway, Poland, Portugal, Rumania, Sweden, Switzerland, and Yugoslavia.

SEC. 2. *Who must make report.* Except as provided in section 3, a report must be filed by:

(a) Every individual in the United States who is a national of a blocked country with respect to all property subject to the jurisdiction of the United States in which on June 1, 1948, he had any interest of any nature whatsoever, direct or indirect.

(b) Every person in the United States with respect to all property whatsoever held by him or in his custody, control, or possession, directly or indirectly, in trust or otherwise, and all debts or other obligations whatsoever owed by or asserted against him, and all contracts of any nature whatsoever to which he was a

party, subject to the jurisdiction of the United States on June 1, 1948, in which on such date any blocked country or any national thereof had any interest of any nature whatsoever, direct or indirect.

(c) Every partnership, trust, association, corporation, or other organization organized or existing under the laws of the United States or of any State, territory, or district of the United States, or having its principal place of business in the United States, with respect to any shares of its stock, including any right or claim to ownership or control or participation in ownership or control thereof or profits or income derived therefrom, or any equity in any of the foregoing, whether or not expressed by written agreement or evidenced by any instrument, and with respect to all bonds, debentures, notes, or other funded obligations or any equity therein, and with respect to any other outstanding securities or equity therein, in any of which any blocked country or any national thereof had on June 1, 1948, any interest of any nature whatsoever, direct or indirect.

(d) Every agent or representative in the United States for any blocked country or for any national thereof, having any information with respect to property subject to the jurisdiction of the United States on June 1, 1948, in which the blocked country or national thereof for which he was agent or representative had any interest of any nature whatsoever, direct or indirect, but such an agent or representative who files a report in behalf of the national under paragraph (a) of this section need not file a duplicate report under this paragraph.

(e) Such other persons or groups or classes of persons, and in such cases or kinds of cases, as the Treasury Department may provide by regulation, circular, ruling, license, specific direction, or other means.

SEC. 3. *Exemptions from report requirement.* No report need be filed with respect to:

(a) Property of any person who has been given generally licensed national status by the Treasury Department. However, nothing herein contained shall be deemed to waive any requirement with respect to reporting any blocked property, including any property subject to the proviso of paragraph (a) of § 131.94 (General License No. 94) owned by any person who has been given generally licensed status with respect to other property.

(b) Property which has been given generally licensed status by the Treasury Department, or in connection with which the Treasury Department has authorized all payments, transfers and withdrawals.

(c) Property which prior to the date of reporting is unblocked pursuant to any license issued by the Treasury Department even though such unblocking may be subsequent to June 1, 1948.

(d) Property of any business enterprise the operation of which is licensed by the Treasury Department. However, nothing contained herein shall be deemed to waive any requirement with respect to the reporting of the interest of any blocked national in such enterprise or in any property held for such blocked national.

(e) Property of any national which any one person would otherwise be required to report if the total value of all such property was on June 1, 1948, less than \$1,000. In arriving at the value of \$1,000, no deduction shall be made for offsets, liens, or other deductions from gross value.

(f) Property of a blocked national if the reporter otherwise required to make such report has actual knowledge that another person has filed a report with respect to the same interests in property of the blocked national and that such report is as full and complete as that which the reporter would otherwise be required to file: *Provided*, That nothing herein shall be deemed to waive the reporting requirement with respect to the person who has primary responsibility for reporting such property. For the purpose of this subsection the person who has primary responsibility for reporting property shall be the person having actual custody of the property in connection with which a report is required, except that with respect to any trust the trustee shall have the primary responsibility with respect to any estate the executor or administrator shall have the primary responsibility and with respect to any safe deposit box the lessee shall have the primary responsibility for reporting. However, where the primary responsibility for reporting rests with more than one person, as, for example, where there are joint trustees or executors, one such person may report for all persons who would otherwise be obliged to report.

(g) Property of the following descriptions:

(1) Any security blocked pursuant to the provisions of General Ruling No. 5, including securities blocked pursuant to General Ruling No. 5 which are held in General Ruling No. 6 accounts.

(2) Patents, trademarks, copyrights and inventions, but this shall not constitute a waiver of any reporting requirement with respect to royalties due and unpaid.

(3) Franchises, concessions, licenses and permits by any of which any special right or privilege may be exercised affecting the commencement, continuation, or conduct of a business, or as an incident thereto.

(4) Interests in non-producing oil and gas leases.

Property shall not be deemed to be unblocked by reason of the fact that reports are not required with respect to such property.

SEC. 4. General instructions with respect to reporting on Form TFR-600—

(a) *Obtaining forms.* Copies of this public circular and of Form TFR-600 may be obtained by application to the Federal Reserve Bank of New York.

(b) *Number of copies.* Reports on Form TFR-600 shall be prepared in quadruplicate.

(c) *Separation of reports for different countries or nationals.* A separate report shall be made with respect to each blocked country or national which has any interest in any property to be reported but all items of property of each such person shall be included in one

report. For example, if the person reporting owes debts to five different nationals, he will make five separate reports, listing on each report all of his debts to the particular national for whom that report is made. If he owes one debt jointly to five nationals, he will also make five separate reports, entering the whole debt on each. If it is known or there is reasonable cause to believe that a national other than the national in whose name any property is carried has an interest in or adverse claim upon the property, the property must be shown on a report for each such national interested or adverse claimant as well as for the national in whose name it is carried. Any duplication in reporting the same property or debt on several reports, shall not excuse anyone from rendering all reports required of him.

SEC. 5. Detailed instructions for filling out form—(a) *Reading circular.* If you have not already read carefully sections 1, 2, 3 and 4 of this circular, do so before reading this section.

(b) *Answers required.* Each question on the report must be answered, and all the specific information called for must be given. When there is nothing to report under any question or if information is lacking, state "No" "None" or "Unknown" as the case may be, with an explanation if required, except that in Part B spaces not needed for reporting should be left blank. If the space provided on the form for answers should prove inadequate, the answer may be made or continued on a blank sheet of paper securely attached to the form. No person is excused from furnishing any information he reasonably should have.

(c) *Part A—(1) Country of residence.* Enter in the space provided in the upper right hand corner of the form the name of the country in which the person whose property is being reported resides at the time the report is prepared.

(2) *Name.* If the national is an individual doing business under a trade name, give that name in addition to his actual name.

(3) *Nationality.* State the nationality or nationalities, as defined in section 5E of Executive Order No. 8389, as amended, of the person whose property is being reported. If the person is a national of any foreign country by reason of any fact other than that such person has been a subject or citizen of the country, the facts determining the person's nationality must be stated including all the facts concerning the nationality of the person, including those relating to his status as a national of the country, if any, of which he has been a subject or citizen.

(4) *Citizenship.* If the national is not an individual, enter the name of the country, state, district, territory, or possession under the laws of which it is incorporated, or, if unincorporated, in which it has its principal place of business. When the national is a subject or citizen of more than one country, state the name of each country, including the United States when that is one of the countries.

(d) *Part B—(1) Classification of property.* In stating the values called

for under property types 1 to 10, reporters should be careful to classify correctly the property, which they are reporting. No property should be reported under type 10 if it constitutes property reportable under any other type.

It should be noted that type 5 calls for the reporting of miscellaneous personal property, as distinguished from real property. This type includes: Warehouses receipts, bills of lading, options and futures in commodities, goods and merchandise, jewelry, precious stones and precious metals, machinery, equipment and livestock, objects of art, furnishings for personal use, as well as liens on and claims to personal property not otherwise classified, as, for example, trust receipts, lease-sale arrangements, chattel mortgages, pledges, and crop liens.

(2) *Valuation.* Enter in the valuation column opposite each property type from 1 to 10 the total value of the items reportable under that type. Such value shall be the market price at the close of business on May 28, 1948. If such price is not available, enter value at the estimated value on June 1, 1948.

All amounts reported should be given in dollars to the nearest dollar.

(3) *Value expressed in foreign currency.* Property, the value of which is expressed in a foreign currency, or which is to be paid or liquidated in a foreign currency, shall be valued at the dollar value if dollar market value exists for such property itself; if not, the foreign currency value thereof shall be converted into dollar value, in accordance with the instructions relating to exchange rates given in section 7 of this circular, and such dollar value shall be used in the report. In no case shall a value be entered upon the report in a foreign currency.

(4) *Property of indeterminate value.* In reporting property of indeterminate value, enter "indeterminable" in the space opposite the appropriate property type and describe the property briefly in Part C, question 1. When both property of determinable value and property of indeterminate value are to be reported under any one property type, only the determinable value should be reported. However, in response to Part C, question 1, both kinds of property should be described and the property of indeterminate value should be so described.

(e) *Part C—Brief description of the property set forth in Part B.* The property, the value of which has been set forth in Part B, shall be briefly described in answer to question 1 of Part C. Breakdowns into specific property items and detailed descriptions are unnecessary. The property may be described in some general but reasonably descriptive manner, as e. g., "silver bullion," "U. S. dollar currency," "Swiss franc currency," "bank deposit," "postal savings account," "miscellaneous portfolio of stocks and bonds," "bonds issued by the reporter," "Pound Sterling securities," "letters of credit," "goods and merchandise," "land," "mortgage," "life estate," "cash surrender value of insurance policy," etc.

(f) *Part D—(1) Person reporting his own property.* A person reporting his own property need not fill out this part

further than to enter his name in the appropriate space and to state, "Same person as national whose property is reported."

(2) *Persons reporting property of others.* A person reporting the property of another should state in Part D, as indicated in the margin thereof: (i) his name; (ii) his address; (iii) his business; and (iv) his relationship to the national whose property is being reported, e. g., as agent, nominee, trustee, custodian, banker, etc. The information may be given by any method producing a readily legible impression.

(3) *Space provided for number.* Persons submitting only one report may ignore the space provided for a number. Persons submitting more than one report but who do not wish to use the separate certification provided for and described in section 5 (g), may likewise ignore the space provided for a number. Persons submitting more than one report and who desire to use the separate certification shall number their reports consecutively in the space provided on the form starting with the number 1.

(g) *Part E—Certification.* Any person who does not use the separate certification provided for and described herein shall execute on each copy of every report filed by him the certification set forth in Part E of TFR-600.

Any person executing more than one report and who has numbered each report consecutively, as provided for in section 5 (f) (3) may execute a separate certification in connection with such reports. Such separate certification shall be in the following form:

CERTIFICATION

I, _____, certify that I am the person, or that I am the _____
(State relationship of

signatory to the person making this report) of the _____

(Name of partnership, association, corporation, or other entity making this report) making the reports on Form TFR-600 consecutively numbered _____ to _____, and attached hereto and made a part hereof, that I am authorized to make this certificate, and to the best of my knowledge and belief that the statements set forth in said report forms are true and accurate and all material facts in connection with said reports have been set forth therein.

(Signature)

(Address)

(Date)

This separate certification shall be prepared by the reporter and shall be attached to the reports to which it relates and submitted together with such reports. Such a certification shall be prepared and submitted in triplicate.

Any deviation from the form of separate certification set forth above shall render totally ineffective the reports to which such defective certification relates and the submission of such reports shall not constitute compliance with the reporting requirement of this public circular.

SEC. 6. *Manner in which Form TFR-600 should be filed.* As indicated in section 4 (b), reports on Form TFR-600 shall be prepared in quadruplicate. Three copies shall be sent in a set, on or before July 15, 1948, to Unit 600, Foreign Funds Control, Treasury Department, Washington 25, D. C. (Reports covered by the same certification shall be transmitted together.)

If between the date of reporting and September 1, 1948, any property reported shall have been unblocked pursuant to Treasury license, the reporter shall make a brief endorsement to that effect on the bottom of page 2 of the fourth copy of the report or on a separate sheet of paper which he shall attach securely to the fourth copy of the report. His endorsement shall consist of a brief description of the property released, a statement of its value, and a statement of the authority under which it was unblocked, e. g., certification under § 131.95 (General License No. 95) special license from the Treasury Department etc. On or before September 10, 1948, the fourth copy appropriately endorsed shall be sent to Section 601, Office of Alien Property, Department of Justice, Washington 25, D. C. If none of the property reported on Form TFR-600 has been unblocked between the date of reporting and September 1, 1948, the fourth copy of the report may be retained by the reporter or may be destroyed.

SEC. 7. *Table of exchange rates.* Where the value of property expressed in terms of foreign currency is required to be converted into dollars, the rates of exchange set forth below should be used. If no rate is given for a country, the latest rate next before the effective date of the report, as generally quoted by foreign exchange dealers or other recognized sources of information, shall be used.

The exchange rates given in this table are for use only in preparing reports on Form TFR-600, and are not intended to be used or relied upon in any other connection or for any other purpose whatsoever.

TABLE OF RATES

Country	Monetary unit	U. S. cents per unit
Argentina	Peso	20.78
Australia	Australian pound	82.50
Belgium	Belgian franc	2.23
Bolivia	Boliviano	2.53
Brazil	Cruzeiro	5.44
Bulgaria	Lev	1.35
Canada	Canadian dollar	100.00
Chile	Peso	3.23
China	Yuan	6.60
Colombia	Peso	47.33
Cuba	do	100.00
Denmark	Krone	23.87
Ecuador	Sucre	7.47
Egypt	Egyptian pound	415.14
El Salvador	Irish or Soorstat pound	43.25
Finland	Markka	.74
France	French franc	.33
French Indo-China	Plaster	7.02
Germany	Reichsmark	41.02
Greece	Drachma	.02
Hong Kong	Hong Kong dollar	23.51
Hungary	Forint	8.53
India	Rupia	23.23
Italy	Lira	.17
Japan	Yen	23.43
Mexico	Peso	20.02
Netherlands	Guilder	37.78
Netherlands East Indies	do	37.78
Netherlands West Indies	do	33.83
New Zealand	New Zealand pound	32.22
Norway	Krone	20.10

TABLE OF RATES—Continued

Country	Monetary unit	U. S. cents per unit
Panama	Balboa	100.00
Peru	Sol	17.42
Philippine Islands	Peso	50.00
Poland	Zloty	1.00
Portugal	Escudo	4.04
Romania	Leu	.67
Russia	Ruble	13.87
South Africa	South African pound	403.25
Spain	Peseta	60.13
Straits Settlement	Straits dollar	47.13
Sweden	Krona	27.85
Switzerland	Swiss franc	23.35
Turkey	Lira, or Turkish pound	33.71
United Kingdom	Pound	403.25
Uruguay	Peso	53.83
Venezuela	Bolivar	20.03
Yugoslavia	Dinar	2.09

(Sec. 3 (a) 40 Stat. 412, sec. 5 (b) 40 Stat. 415, 966, sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 50 U. S. C. 3 (a) 12 U. S. C. 95a, 50 U. S. C. App. 5 (b) E. O. 8389, April 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8398, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9557, June 8, 1945; 3 CFR, Cum. Supp., 10 F. R. 6917; Regs., Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946, and Jan. 1, 1947; 31 CFR, Cum. Supp., 130, 1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL]

JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4321; Filed, May 23, 1948; 9:00 a. m.]

PART 138—ORGANIZATION OF FOREIGN FUNDS CONTROL OFFICIAL RECORDS

MAY 29, 1948.

Section 138.5 (b) is hereby amended to read as follows:

§ 138.5 Official records. * * *

(b) *Who may inspect records.* Any application, report, or correspondence submitted to Foreign Funds Control and any license, denial, or other final opinion or order or other official response pertaining to any such document is available for inspection by the person submitting such document or his agent or successor in interest by operation of law upon the filing of a written request with the Director. Transcripts of hearings and supporting documents are available to any participant upon similar application. Information from the foregoing matters of official record may be made available to other government agencies or to governments of foreign countries within the discretion of the Director where such action is found to be in the public interest. The foregoing matters of official record are available to other persons properly and directly concerned upon written request to the Director supported by a court order entered in pending litigation, or in lieu of such order the written consent of the applicant, reporter or author, but reports on Forms TFR-300 and TFR-500 will be made available only to the reporter or his agent or successor in interest by operation of law. Documents submitted by the public in con-

nection with rule making may be inspected by any person upon written or oral request.

In all other cases and under all other circumstances all official records in the files of Foreign Funds Control are held to be confidential. Information contained therein and final opinions and orders involve matters of public or private confidence. Applications and other submissions by members of the public, and official action taken by the Control thereon, involve private financial or business affairs. Any publication of such matters would deter persons dealing with the Control from supplying necessary information fully and freely. Accordingly, it would be contrary to the best interests of the Government and of persons dealing with Foreign Funds Control to make such information available for general purposes by permitting inspection on a broader basis than provided above. Final opinions and orders are not cited as precedents.

Rules of Foreign Funds Control are published in 31 CFR, Chap. I, Part 127, et seq.

(R. S. 161, sec. 3 (a) 40 Stat. 412; sec. 5 (b) 40 Stat. 415, 966, sec. 2, 48 Stat. 1, 54 Stat. 179, sec. 301, 55 Stat. 839; 60 Stat. 238; 5 U. S. C. 22, 50 U. S. C. App., 3 (a), 12 U. S. C. 95a, 50 U. S. C. App., 5 (b) E. O. 8389, Apr. 10, 1940, as amended by E. O. 8785, June 14, 1941, E. O. 8832, July 26, 1941, E. O. 8963, Dec. 9, 1941, and E. O. 8998, Dec. 26, 1941, E. O. 9193, July 6, 1942, as amended by E. O. 9567, June 8, 1945; 3 CFR, Cum. Supp. 10 F. R. 6917; Regs., Apr. 10, 1940, as amended June 14, 1941, Feb. 19, 1946, June 28, 1946, and Jan. 1, 1947; 31 CFR, Cum. Supp., 130.1-7, 11 F. R. 1769, 7184, 12 F. R. 6)

[SEAL] JOHN W. SNYDER,
Secretary of the Treasury.

[F. R. Doc. 48-4822; Filed, May 28, 1948;
9:00 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, Department of the Army

PART 210—PROCUREMENT ACTIVITIES OF THE CORPS OF ENGINEERS

MISCELLANEOUS AMENDMENTS

Part 210 is amended in the following respects:

1. Sections 210.11, 210.12, and 210.20 are revoked.

2. Part 210 is divided into Subparts A and B. Subpart A will include §§ 210.1 through 210.88, and will be headed "Military Procurement Activities" Subpart B, headed "Civil Works Procurement Activities" will include new §§ 210.101 through 210.166 as follows:

SUBPART B—CIVIL WORKS PROCUREMENT ACTIVITIES

- Sec.
210.101 Offices from which to secure information relating to Corps of Engineers' Activities.
210.102 Authority delegated.
210.103 Designation of contracting officers.
210.104 Authority to make awards.
210.105 Approval of contracts.

- Sec.
210.106 Emergency waiver of approval.
210.107 Execution and approval of change orders and supplemental agreements.
210.108 Final decisions on appeals by contractors, approval of change orders, etc.
210.109 Definition of open market purchases.
210.110 Statutory authority for open market purchases of \$100 or less.
210.111 Conditions governing open market purchases and purchase order form.
210.112 Purchases without competition.
210.113 Unsatisfactory bids.
210.114 Medical supplies.
210.115 Purchases against defaulting contractors.
210.116 Advertisements for proposals for purchases and contracts for supplies or services for departments of Government.
210.117 General instructions.
210.118 Methods of advertising.
210.119 Advertising in newspapers.
210.120 Invitations for bids.
210.121 Assistance to bidders.
210.122 Information to prospective bidders.
210.123 Distribution of invitations for bids.
210.124 Bidder's protest to Government estimate of cost.
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CLAIMS AND LITIGATION

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AUTHORITY: §§ 210.101 to 210.166, inclusive, issued under 60 Stat. 237; 5 U. S. C. 1001 et seq.

SUBPART B—CIVIL WORKS PROCUREMENT ACTIVITIES

§ 210.101 *Offices from which to secure information relating to Corps of Engineers' activities.* Information not contained herein relating to Corps of Engineers' procurement methods and procedures and other activities may be obtained from the following offices:

Office of the Chief of Engineers
Building T-7
Washington 25, D. C.

The Division Engineer
Great Lakes Division
Chicago 15, Illinois
1660 E. Hyde Park Blvd.

The Division Engineer
Lower Mississippi Valley Division
P. O. Box 80
Mississippi River Commission Bldg.
Vicksburg, Mississippi

The Division Engineer
Missouri River Division
P. O. Box 1216
Farm Credit Bldg.
206 South 19th St.
Omaha 1, Nebraska

The Division Engineer
New England Division
Building No. 21
U. S. Naval Drydock
South Boston, Massachusetts

The Division Engineer
North Atlantic Division
111 East 16th St.
New York 3, New York

The Division Engineer
North Pacific Division
500 Pittock Block
S. W. 10th Ave. & Washington St.
Portland 5, Oregon

The Division Engineer
Ohio River Division
P. O. Box 1159
U. S. Post Office & Courthouse
Cincinnati 1, Ohio

The Division Engineer
South Atlantic Division
P. O. Box 1889
536 Old P. O. Bldg.
Atlanta 1, Georgia

The Division Engineer
South Pacific Division
Oakland Army Base
Oakland 14, California

The Division Engineer
Southwestern Division
Santa Fe Building
1114 Commerce Street
Dallas 2, Texas

The Division Engineer
Upper Mississippi Valley Division
(P. O. Dr. N. Plaza St.)
735 U. S. Courthouse & Customhouse
1114 Market Street
St. Louis 1, Missouri

The Division Engineer
Western Ocean Division
Sausalito, California

§ 210.102 *Authority delegated—(a) Division Engineers.* Whenever in this subpart delegations of authority are made to, or restrictions are placed upon, "Division Engineers" such delegation or restriction shall be interpreted to include the President of the Mississippi River Commission, the Commanding Officer, Engineer Research and Development Laboratories, and also the District Engineer, Philadelphia, Pa., with respect to all marine construction activities other

than maintenance and repairs under his jurisdiction.

(b) *District Engineers.* Whenever in this subpart delegations of authority are made to, or restrictions are placed upon, "District Engineers" such delegation or restriction will be interpreted to include the Commanding Officer of the Army Map Service, the Resident Member of the Beach Erosion Board, the Resident Member of the Board of Engineers for Rivers and Harbors, the President of the California Debris Commission, and the Director of the Waterways Experiment Station.

§ 210.103 *Designation of contracting officers*—(a) *Officers who are contracting officers by virtue of positions.* Division Engineers and District Engineers are contracting officers by virtue of positions held.

(b) *Redelegation of contracting officer authority.* Except as may be specifically stated in a designation of a contracting officer by the Chief of Engineers and except as restricted in paragraph (c) of this section, Division Engineers and District Engineers are authorized to redelegate, without power of further redelegation, any part of their contracting officer authority. Except as otherwise specifically provided herein, such power of redelegation shall not include the redelegation of power to approve contracts, which must be done personally by the approving officer.

(c) *Limitation on redelegation of contracting officer authority.* Division Engineers will not redelegate contracting officer authority in excess of the monetary limitations prescribed for District Engineers in the execution of contracts without approval of higher authority.

(d) *Letters of delegation.* Officers and employees designated as contracting officers by Division and District Engineers will be designated as such by letter, stating the period and the limit of authority granted, and such letter will be exhibited by the officer or employee, if required, as evidence of his authority. Such designations may be made for a limited or an unlimited period of time but will delineate the contracting officer's authority by stating the monetary limit on his authority, the types of contracts to be executed, etc. Contracting officer designations may be revoked by any of three methods: (1) By specific letter of revocation, (2) by expiration of the time specified in the letter of designation, or (3) by virtue of the person designated ceasing to function under the supervision of the designating authority.

(e) *Contracts to be signed or approved in person.* Contracting officers will personally sign contracts entered into by them on behalf of the Government, and approving officers will personally approve contracts executed subject to their approval, unless otherwise specifically provided herein.

(f) *Designation of authorized representatives.* Authorized representatives of contracting officers will be so designated in writing and a copy of each such designation will be immediately submitted to contractors concerned.

§ 210.104 *Authority to make awards.* All awards will be made as follows:

(a) District Engineers will authorize or make awards of \$100,000 or less without the approval of higher authority where (1) no protest to the specifications or to the award has been made which cannot be satisfactorily adjusted by the District Engineer, and (2) the bid is unconditional, conforms to the requirements of the specifications in all material particulars, is guaranteed as required, is reasonable, and does not exceed by more than 25 percent the Government estimate of cost.

(b) Division Engineers will authorize awards in excess of \$100,000 where (1) no protest to the award has been made which has not been satisfactorily adjusted by the District Engineer or which cannot be satisfactorily adjusted by the Division Engineer, and (2) the bid is unconditional, conforms to the requirements of the specifications in all material particulars, is guaranteed as specified, is reasonable, and does not exceed by more than 25 percent the Government estimate of cost.

(c) The Chief of Engineers will authorize awards or other appropriate action as follows:

(1) Where an appeal is made to the Chief of Engineers from decision of the District Engineer covering a protest to the specifications or to the award, or where a protest has otherwise been made which cannot be satisfactorily adjusted by the District and Division Engineers.

(2) Where the bid is in excess of 25 percent of the Government estimate.

(3) Where the lowest reasonable bid responsive to the specifications in all material particulars, guaranteed as specified, is recommended for rejection because the bidder is not considered responsible due to insufficient financial backing or experience and award is recommended to a higher bidder.

(4) Where a mistake in bidding is alleged by the otherwise acceptable low bidder subsequent to the opening of bids and prior to award.

(d) The authority conferred in paragraphs (a) and (b) of this section includes the authority to reject a low bid which is clearly unresponsive to the advertised requirements and to make award to a higher bidder.

(e) The authority conferred in paragraphs (a) and (b) of this section includes the authority to reject all bids where the amounts are considered unreasonable and to readvertise, but does not include the authority to reject all bids and to do the work by Government plant and hired labor. In cases where the rejection of all bids and the performance of the work by Government plant and hired labor is considered in the best interests of the United States, request for specific authority, with reason therefor, will be submitted to the Chief of Engineers.

§ 210.105 *Approval of contracts.* Contracts which require the approval of higher authority must contain a provision to such effect in either the contract form or the specifications to be attached thereto. All contracts entered into on other than the prescribed standard forms and all relocation agreements entered into on Eng Form 1354 or Eng Form 1355

will be prepared and signed subject to the approval of the Chief of Engineers.

§ 210.106 *Emergency waiver of approval.* In those cases where approval of the specifications, award, or contract is required by higher authority and an emergency exists, as a result of which the interest of the United States will not permit the necessary time for such approval, District Engineers are authorized to approve the specifications, make the award, and enter into the contract without further reference to higher authority. When action is taken in accordance with this paragraph a statement will be included under the "Alterations" article relating to such action. Any protest to the specifications or award, however, which cannot be satisfactorily settled by the contracting officer will be submitted by teletype or otherwise for decision of the Chief of Engineers. The emergency authority will be referred to in forwarding abstract of bids to the Chief of Engineers. It is necessary to anticipate the Government's needs far enough in advance to permit observance of the prescribed procedure for the approval of specifications, awards, and contracts. The procedure outlined in this paragraph will be resorted to only in cases of unexpected conditions amounting to a real emergency, and such procedure will not be resorted to in cases where the contract is to be executed on other than the prescribed standard forms.

§ 210.107 *Execution and approval of change orders and supplemental agreements.* (a) District engineers may sign and issue, or authorize the signing and issuance of change orders under the "Changes" article and supplemental agreements involving not to exceed \$2,500 under civil works contracts, as well as all change orders, extending time for performance under the "Delays-Damages" article, without the approval of higher authority.

(b) Division engineers may approve the signing and issuance of change orders under the "Changes" article and supplemental agreements in excess of \$2,500 and not in excess of \$10,000 under civil works contracts.

(c) Approval of Chief of Engineers. Change orders issued under the "Changes" article and supplemental agreements involving a sum in excess of \$10,000, under civil works contracts, and all change orders issued under the "Changed Conditions" article, will be subject to the approval of the Chief of Engineers.

(d) Gross sum of change. When a change involves the elimination of some items and the addition of others and the combined amounts exceed the above limits the change must be approved by higher authority.

§ 210.108 *Final decisions on appeals by contractors, approval of change orders, etc.* By memorandum dated 4 March 1937, the Secretary of War authorized the Chief of Engineers to take action as follows:

The Chief of Engineers, United States Army, is hereby designated and appointed as my duly authorized representative to make all decisions and to take all action in the

performance of contracts in connection with the civil activities under the jurisdiction of the Engineer Department when the form of contract employed requires by its terms that final decision or other action shall be by the head of the department or by his duly authorized representative. The Office of the Chief of Engineers will make such administrative recommendations on findings of fact or reports of contracting officers as may be required in the settlement of claims arising out of contracts involving civil activities of the Engineer Department.

§ 210.109 *Definition of open market purchases.* A purchase of supplies in a manner common among businessmen without securing competition is termed an "open market purchase"

§ 210.110 *Statutory authority for open market purchases of \$100 or less.* Purchases in the open market "where the amount involved in any one case does not exceed \$100" are authorized by section 9 of the act of August 2, 1946 (60 Stat. 809; 41 U. S. C. 5, Sup.)

§ 210.111 *Conditions governing open market purchases and purchase order form.* Wherever practicable open market purchases will be evidenced by the execution of WD Form 18. Any such purchase should include all supplies which are properly grouped together in a single transaction, and which would be included in a single advertisement for bids, if advertising were resorted to. Purchases arising from the same need should not be made more frequently than the necessities of the service require, and supplies which are usually purchased together should not be divided simply for the purpose of avoiding advertising therefor. For example, if the character of the supplies is such that good administration would require their purchase in quantities sufficient to last a month, purchases should not be made weekly or daily for the purpose of bringing the amount within the limit authorized for open market purchases. Subject to the above considerations, the matter is one depending upon the sound judgment of the purchasing officer.

§ 210.112 *Purchases without competition.* Supplies and services may be procured without competition when it is impracticable to secure competition or when purchase without competition is expressly authorized by statute. In the following cases purchase may be made without formal advertising or informal competition:

(a) When the purchase price does not exceed \$100.

(b) When the articles are purchased from a sole manufacturer or dealer, no suitable similar article being obtainable. This authority is applicable only when there is but one dealer within a reasonable distance able to furnish the supplies, or when the article has no counterpart in the commercial world. The purchase of a particular make of article is not justified when other makes are available which will satisfy the same requirements.

(c) When the article is patented and for sale only by the patentee, or his agent, at a fixed and uniform price. Where two or more articles are capable of producing similar results it is improper to purchase

one without competition, to the exclusion of the other, even though one or all are patented.

(d) When the price is fixed by Federal, State, municipal, or other competent legal authority. The agency fixing the price must be governmental. It does not apply where the authority fixing the price is a corporation or an individual.

(e) When the articles are parts of apparatus already in use and can only be furnished by one dealer. This authorization pertains only to parts of apparatus already in use, and does not authorize purchase of new apparatus without competition simply because a supply of spare parts of the apparatus is already in stock. Care must be exercised in ascertaining the facts, as parts for many articles may be obtained from other than the original manufacturer of the article (7 Comp. Gen. 282)

(f) When an emergency exists and there is no time to obtain competition. It is considered that instances will be very rare where the emergency is such as not to permit the oral solicitation of bids from more than one source. The facts constituting the emergency must be shown on Standard Form 1036 "Statement and Certificate of Award" or on Standard Form 1034 "Public Voucher for Purchases and Services other Than Personal." The nature of the emergency must be shown in sufficient detail to explain clearly the necessity for purchasing without competition. An exigency arising from the negligence of an officer in not providing against it, i. e., the development of a need which should have been foreseen and provided against, is not such an exigency as justifies the officer in making purchases in violation of the provisions of section 3709, Revised Statutes, as amended. (21 Comp. Dec. 39)

§ 210.113 *Unsatisfactory bids.* When bids have been invited by advertising and none is received, or those received are unreasonable, or none complies with the essential requirements of the specifications and circumstances indicate that further advertising would not alter results, or if time will not permit readvertising and it is clearly to the advantage of the United States, the supplies may be purchased without further advertising.

§ 210.114 *Medical supplies.* Under the act of February 27, 1893 (10 U. S. C. 1203) the purchase of medical supplies is excepted from the requirements of section 3709, Revised Statutes, as amended. In purchasing medicines and medicinal supplies competition should be obtained, but it may be limited to the particular make or brand of articles sought.

§ 210.115 *Purchases against defaulting contractors.* Where a contract in accordance with its terms is terminated because of the failure of the contractor to satisfactorily perform, the supplies may be procured in the open market, by contract or otherwise, from the next high bidder, if acceptable to him, or from another dealer who will undertake to make delivery in time to meet the need for the supplies.

§ 210.116 *Advertisements for proposals for purchases and contracts for sup-*

plies or services for departments of Government. Unless otherwise provided in the appropriation concerned or other law, purchases and contracts for supplies or services for the Government may be made or entered into only after advertising a sufficient time previously for proposals, except (a) when the amount involved in any one case does not exceed \$100, (b) when the public exigencies require the immediate delivery of the articles or performance of the service, (c) when only one source of supply is available and the Government purchasing or contracting officer shall so certify or (d) when the services are required to be performed by the contractor in person and are (1) of a technical and professional nature or (2) under Government supervision and paid for on a time basis. Except (i) as authorized by section 29 of the Surplus Property Act of 1944 (50 U. S. C. App. 1638), (ii) when otherwise authorized by law, or (iii) when the reasonable value involved in any one case does not exceed \$100, sales and contracts of sale by the Government shall be governed by the requirements of this section for advertising (sec. 9 of the act of August 2, 1946, Public Law 600, 79th Cong.)

NOTE: A "public exigency" demanding immediate delivery of Government supplies and obviating statutory necessity of advertising for competitive bids is a sudden and unexpected happening, an unforeseen occurrence or condition, a perplexing contingency or complication of circumstances, or a sudden or unexpected occasion for action. "Good Roads Machinery Co. of New England v. United States," 19 F. Supp. 652 (1937). (The term "emergency" is sometimes used in this subpart in place of the term "exigency" or "public exigency.")

§ 210.117 *General instructions.* Except as expressly authorized herein all purchases and contracts will be made after advertising.

§ 210.118 *Methods of advertising.* (a) Either one of the following methods of advertising comply with the statute and constitute "formal advertising" or "formal competition"

- (1) Advertising in newspapers, or
- (2) Advertising by a circular letter sent to dealers or contractors, and by notices posted in public places.

(b) In addition to the foregoing methods of advertising the following methods constitute "informal advertising" or "informal competition" and are authorized as complying with R. S. 3709, as amended. (See 3 Comp. Gen. 862, 4 id. 568, 14 id. 364)

(1) Soliciting bids by telephone from three or more dealers and having the lowest bidder confirm his bid in writing.

(2) Soliciting bids in writing from three or more dealers. Except in an emergency the "informal competition" methods will be used only when the purchase price does not exceed \$500.

§ 210.119 *Advertising in newspapers.* For regulations of the General Accounting Office relating to statements of advertising rates, delegation of authority to advertise, composition of advertising copy, public vouchers for advertising, and proof of publication, see General Regulations No. 109, 20 December 1946, issued by the General Accounting Office.

§ 210.120 *Invitations for bids*—(a) *Definition.* The term invitation for bids refers literally to the applicable form prescribed for the solicitation of bids. However in its broader sense it is used to denote the collective papers, including the Standard Government Instructions to Bidders, the invitation, bid, and contract forms, the specifications, etc., which are necessary to bidders in the preparation and submission of bids. In order to avoid confusion the term invitation for bids as used in these regulations will refer to the bid papers collectively. The term proposal will be used synonymously with the term bid and the term advertising will be used to denote the method by which the invitation for bids is brought to the notice and attention of prospective bidders.

(b) *By whom issued.* Invitations for bids will ordinarily be issued by the contracting officer who is to make the contract or purchase and who is to supervise the performance thereof. Where authorized by the contracting officer invitations may be issued by others, but in such cases the award will be made and the contract will be signed by the contracting officer.

(c) *Time allowed.* Invitations for bids as a rule will allow 30 days to intervene between the date of issue and the date of opening bids. No period of less than 10 days will be designated except in case of emergency. The existence of such emergency will be determined by the contracting officer and in such cases, the copy of the invitation furnished the Chief of Engineers will bear on its face the following certificate and appropriate reasons, signed by the contracting officer:

I certify that the date shown hereon for the opening of bids cannot be a later date for the following reasons _____

§ 210.121 *Assistance to bidders.* No person who sustains at the time an active relation to the military or civil administration under the Department of the Army will render assistance to bidders in the preparation of bids.

§ 210.122 *Information to prospective bidders.* Prospective bidders will be:

(a) Permitted to examine the standard samples at the place where deposited.

(b) Furnished with or allowed to examine plans and specifications of all works upon which they desire to bid (a deposit may be required if necessary)

(c) Furnished with any other information needed to enable them to act understandingly. However the estimated cost of supplies or services will not be furnished to prospective bidders, nor will such information be shown on any copy of the invitation.

§ 210.123 *Distribution of invitations for bids.* Complete sets of the invitations for bids will be distributed to principal manufacturers of or dealers in the supplies required, to construction contractors, or to those in a position to render the services required. The extent of this distribution will be determined by the contracting officer, but it must be wide enough to assure real competition on all items for which competition is ob-

tainable. Invitations will not be distributed to those bidders contained in "Confidential List of Bidders to Whom Awards Will Not Be Made" published by the Department of the Army, nor to those debarred from bidding for violations of the Walsh-Healey or Davis-Bacon Acts. Each contracting officer will maintain an up-to-date bidders' list, containing the names and addresses of persons or firms to whom invitations should be distributed. Periodically a check will be made and those who continually have failed to submit bids will be removed from the list. Information as to the names of bidders to whom invitations are distributed may be made available to parties having a legitimate interest.

§ 210.124 *Bidder's protest to Government estimate of cost*—(a) *General.* The District Engineer's estimate will be kept strictly confidential until the opening of bids. When the bids are opened and read, the District Engineer's estimate will also be read. A copy of his detailed estimate will then be made available to any bidder who may desire it. Bona fide bidders on the work will have the right to protest against the reasonableness of the District Engineer's estimate. Any bidder proposing to submit a protest will notify the District Engineer of his intention in writing or by wire within 5 days after the opening of the bids. In the event that any bidder files within this period a notice of his intention to protest, he will be allowed a reasonable time, to be specified by the District Engineer, and, if practicable, not to exceed 15 days, to submit in writing a detailed statement and data substantiating his protest. Additional data or arguments submitted after the close of this period will not be considered in making the award. The District Engineer will then make an investigation to determine the propriety of the bidder's protest and submit the papers with his report and recommendation to the Chief of Engineers as soon as practicable. He will include in his report recommendations for any changes which he thinks should be made in his own estimate. Final decision as to whether the estimate is reasonable or should be revised will be made by the Chief of Engineers.

(b) *Emergency cases.* In case of emergency the 5-day protest period will not be allowed, and District Engineers will forward their recommendations as soon as practicable after the bids are opened. In such case the District Engineer will announce at the opening of the bids that the work will be treated as an emergency, and that protests with such supporting data as may be immediately available should be submitted to the Chief of Engineers direct. These protests will be given such consideration as may be practicable under the circumstances.

§ 210.125 *Bids and bidding*—(a) *Statutory requirement.* "Whenever proposals have been solicited, the parties responding to such solicitations shall be duly notified of the time and place of opening the bids and be permitted to be present, either in person or by attorney, and a record of each bid

shall then and there be made" (R. S. 3710; 41 U. S. C. 8)

(b) *Opening of bids.* All bids received prior to opening will be kept secure and unopened. At the specified time all bids received will be publicly opened and read. One copy of each bid will be numbered serially in the order in which read and will be retained until the accuracy of the abstract of bids has been verified. Pertinent questions asked at the opening will be fully answered and the examination of bids by properly interested persons will be permitted, provided the bids remain at all times in the personal possession of the officer opening them, and provided such action does not unduly interfere with the conduct of Government business. If the invitation for bids is cancelled before the time set for opening, all bids received will be returned unopened to the respective bidders.

(c) *Bids received after opening.* A bid received after the time fixed for opening, but before award is made, will be considered only when it is shown to the satisfaction of the officer authorized to make the award that the failure to arrive on time was due solely to delay in the mails for which the bidder was not responsible. Envelopes showing the time of mailing, in which bids received after the time set for opening were inclosed, will be filed in the office of the contracting officer.

(d) *Telegraphic bids and modifications.* Unless specifically authorized in the invitation for bids, telegraphic bids will not be accepted, but modification by telegram of bids already submitted will be considered if received prior to the hour of opening; also any modification by telegram received after the time fixed for opening of bids may be considered if circumstances indicate that the telegram was dispatched before the time set for opening and its late arrival was not due to any fault or negligence of the bidder (24 Comp. Gen. 350)

(e) *Modification or withdrawal of bids.* A bid may be withdrawn or modified at any time prior to the time fixed for the opening of bids. No bid may be withdrawn or modified after that time.

§ 210.126 *Awards*—(a) *How made.* The award will be made to the lowest responsible bidder, 16 Comp. Gen. 703, provided his bid is reasonable and its acceptance is to the interest of the United States.

(b) A responsible bidder is one who:

(1) Qualifies as such under the laws and regulations governing the procurement in question;

(2) Has complied with all of the essential requirements of the invitation for bids;

(3) Is a manufacturer of, or a regular dealer in, the articles which he offers to supply;

(4) Is in a position to perform the contract, and whose previous record for the faithful fulfillment of similar contract obligations does not justify a determination that he is irresponsible. The fact that a low bidder has defaulted on a previous Government contract and has incurred possible indebtedness thereunder will not of itself disqualify him as irresponsible.

(c) A regular dealer is a person who operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and sold to the public in the usual course of business.

(d) A manufacturer is a person who owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(e) *Procedure for making awards.* (1) When a contracting officer has invited and received bids, he will make the award and execute the necessary contract papers. When authorization of the award is required by higher authority the original bids and the abstract of bids, and a copy of the Government estimate of cost, when required, will be forwarded to such higher authority, through channels, with the recommendation of the contracting officer. The approving authority will indicate his action on abstract of bids and return the abstract and the bids to the contracting officer, who will make the award, complete the abstract by signing the certificate as to award and prepare and distribute the contract papers.

(2) Contracting officers are charged with the responsibility of making every possible effort to furnish legitimate information to bidders, to make complete response to their proper questions, and to explain to their satisfaction the action taken.

(3) The contracting officer will furnish to any bidder or his representative the names of the successful bidders and the prices at which awards were made on items on which the inquirer submitted bids, provided that the number of items and bidders is not so large that furnishing such information would interfere with the work of his office.

(4) If a written request is received from an inquirer who is not a bidder or representative of a bidder and the request is for a reasonable number of items, the contracting officer may furnish the names of the successful bidders and the prices at which awards were made.

§ 210.127 *Rejection of bids.* (See 17 Comp. Gen. 554.)

(a) In order that full benefit shall be secured from advertising, it is necessary that bidders shall be made to feel reasonably sure that under ordinary conditions each opening of bids will be followed by the award to some bidder of the work or supplies covered by the advertisement and specifications. Award should be based on the conditions stated in the specifications and as existing at the time of opening of bids. When a change of conditions has occurred since the date of the advertisement, usually all bids should be rejected and the proposed procurement readvertised.

(b) Before making or recommending award to other than the lowest responsible bidder, the contracting officer will advise all lower bidders in writing of the grounds on which recommendation for the rejection of their bids is con-

templated, and will further advise them of the reasonable period, usually not exceeding 5 days, in which they may file with him a written statement showing cause why their bids should not be rejected. Copies of such letters to bidders, and originals of protests received, with the contracting officer's comments thereon, will be forwarded to the Chief of Engineers with the other documents required.

(c) When all bids are excessive with respect to the Government estimate of cost, they will be rejected or recommended for rejection.

(d) When all bids received are rejected for the purpose of readvertising the work or having it done by Government plant and hired labor, the low bidder will be informed immediately of the action taken.

(e) Within the respective authority of Division and District Engineers the lowest bid as to price may be rejected if:

(1) The bidder does not qualify as a responsible bidder.

(2) The price is unreasonable (in which case all bids will be rejected)

(3) All of the essential conditions of the invitation have not been complied with;

(4) The bidder is at the time on the "Confidential List of Bidders to Whom Awards Will Not Be Made" as published by the Adjutant General, or is debarred from bidding because of violation of the Davis-Bacon Act or the Walsh-Healey Act; or the bidder has a long history of extremely unsatisfactory performance of prior contracts (See MS. Comp. Gen. B-70156, Oct. 22, 47).

(5) No performance bond has been required and the bidder is unable to furnish satisfactory evidence that he possesses the experience and equipment to perform his contract satisfactorily in accordance with the terms thereof;

(6) The trade, quality, or kind of supplies bid upon are not those upon which bids were invited; or

(7) The bidder offers foreign materials not exempted under the Buy American Act.

§ 210.128 *Discounts.* In determining which of several bids received is the lowest, any discount offered will be deducted from the bid price under the assumption that the discount will be obtained, unless it is known with reasonable certainty that the Government cannot take advantage of the discount within the time specified. If, when bids are opened, facts become known which render it necessary to disregard the offer of a discount, a full statement of the facts and circumstances and of the reasons for the action taken will be entered upon the abstract of bids, provided that such bid would have been the lowest bid received if the discount offered had been taken.

§ 210.129 *Waiver of irregularities in bids.* Minor irregularities in bids may be waived when it is in the interest of the United States to do so. Examples of minor irregularities which may be adjusted are: (a) Failure to furnish bid bond with bid (14 Comp. Gen. 559) (b) obvious error in placing decimal point (17 Comp. Gen. 339) (c) obvious discount errors, e. g., 1 percent 10 days, 2

percent 20 days, 5 percent 30 days (17 Comp. Gen. 493), and (d) erroneous quotation of a lower price f. o. b. destination than f. o. b. factory (transposition of bid price) (16 Comp. Gen. 999)

§ 210.130 *Equal bids.* (a) Where two or more bids are equal in all respects, i. e., as to price, cost of transportation, time of delivery, cash discounts, etc., and it is in the interest of the Government, award will be made by lot.

(b) If liquidated damages are provided, award will be made to the bidder offering the earliest performance.

(c) When the bidders have been requested in the invitation to state the time within which performance will be completed but no liquidated damages are provided, award may be made to the bidder offering the earliest performance or by lot as the interest of the Government may dictate.

(d) When award is made by lot and the information available shows that the product of a particular manufacturer is offered by more than one bidder, a preliminary drawing by lot will be made to ascertain which of the bids will represent that manufacturer in the final drawing to determine the award. As a result of the preliminary drawings, the field of bidders for the final drawing is narrowed to one bidder only on the product of each manufacturer. This bidder may be the manufacturer himself or one of the other bidders offering his product, depending upon the results of the preliminary drawing. In the final drawing there will be included with the names of the bidders drawn in the preliminary drawing the names of any other bidders whose product is offered only by the one bidder.

§ 210.131 *Mistake in bid.* When a low bid is received which when compared with other bids or otherwise indicates that a mistake has been made, the contracting officer will call upon the bidder to verify the bid. If the bidder alleges that a mistake has been made, or if a mistake in bid is alleged by any bidder after the bids are opened and before award is made, the allegations of the bidder, showing of what the mistake consists and how it was made, with the recommendations of the District and Division Engineers, accompanied by a copy of the invitation for bids, a copy of the bid wherein the mistake is alleged or appears to have been made and a copy of the abstract of bids, will be forwarded to the Chief of Engineers, attention, Legal Division, for consideration and appropriate action.

§ 210.132 *Time for making awards.* Awards will be made as promptly as the circumstances will permit, and in all cases within the period of time specified by bidders in their bids. The standard bid forms provide that, unless a shorter period of time is specified by the bidder, the bid may be accepted within a period of 60 days.

§ 210.133 *Notice of award.* The successful bidder will be notified in writing of the acceptance of its bid. This notice may accompany the contract papers which are forwarded to him for execution.

§ 210.134 *Bonds and sureties.* The bonds generally required in connection with supply and construction contracts are bid, performance, and payment bonds. Such bonds may be furnished with individual sureties, one or more surety companies, with the deposit of certified check or currency, or with the deposit of United States bonds and notes in accordance with the procedure hereinafter set forth.

§ 210.135 *Bid bonds—(a) When required.* Bid bonds executed by two responsible individuals or by a qualified surety company will be required to accompany all bids submitted in response to formal advertising when the invitation for bids stipulates that the resulting contract will be supported by performance and payment bonds, and when so required no bid will be accepted unless accompanied by a bid bond executed in the penal sum and in the manner and form directed in the invitation for bids. Instances may arise where some bidder in a particular case has been unable, due to lack of time, or otherwise, not involving his own lack of financial standing, to secure a bid bond or furnish a certified check with the bid, such bid bond or certified check being furnished within a few hours or a day or two after the bids were opened, and which would justify the United States in disregarding the informalities in failing to accompany the bid with the bid bond or certified check. In such cases a bid unaccompanied by a bid bond where such is required, will not be disregarded in making the award until the bidder has been notified and given such reasonable time as the circumstances will permit to submit it (14 Comp. Gen. 559). However, such procedure will not be followed in cases of bidders habitually failing to accompany their bids with the required guaranty (16 Comp. Gen. 493).

(b) *Bid securities in lieu of corporate or individual sureties.* United States bonds or notes may be accepted in lieu of corporate or individual sureties. Certified checks or currency may be accepted in lieu of corporate or individual sureties. Under decisions of the Comptroller General a certified check or currency may not be required exclusively, nor may a bid supported by adequate guaranty be disregarded because the form of guaranty was not that specifically required.

(c) *Handling checks and currency.* A certified check or currency may be held by the sales, salvage and contracting officers for a period of 24 hours after opening of the bids. If the contracts are not awarded within 24 hours, all moneys will be turned over to the disbursing officer where they may be held for an additional 24 hours. After expiration of 48 hours after opening of the bids, all moneys not returned to the unsuccessful bidders will be deposited by the disbursing officer in Special Deposit account. All deposits of unsuccessful bidders will be returned to them within 24 hours after award has been made.

(d) *Amount of penalty.* The amount of the penalty in a bid bond will be fixed by the contracting officer and will not be less than one-fifth of the full amount of the bid nor more than the full amount

thereof, or \$1,000,000, whichever is the lesser amount.

§ 210.136 *Annual bid bond—(a) General.* In lieu of a bid bond to accompany each bid for the furnishing of supplies a bidder may file an annual bid bond to cover all bids submitted to the Corps of Engineers during the fiscal year. This form of bond does not provide for a definite penal sum, it cannot be amended to provide for a limited penalty, and must be executed by a person having unlimited authority. In order that it may cover all bids submitted to all offices of the Corps of Engineers the second paragraph should be filled in as follows: "Offices of the Corps of Engineers, Department of the Army."

(b) *Execution and disposal of annual bid bonds.* Annual bid bonds should be executed on Standard Form 34 (Standard Government Form of Annual Bid Bond—Supplies) and forwarded to the Chief of Engineers, attention, Legal Division. Upon approval by The Judge Advocate General they will be filed in the Office of the Chief of Engineers and the principal will be notified accordingly. Division Engineers will be notified monthly by letter of all such bonds approved and filed.

§ 210.137 *Performance and payment bonds—(a) Performance bonds.* Contracting officers are authorized in their discretion to require or waive performance bonds for supply contracts, and for construction contracts when the amount is \$2,000 or less, with the exception that a performance bond will be required with every contract for the removal of a wreck (see sec. 19, act of March 3, 1899; 30 Stat. 1154; 33 U. S. C. 414) and except that a bond may not be waived when it has been stated in an invitation for bids that a performance bond will be required. Care should be taken to require bonds whenever they are deemed necessary to protect the public interest. Ordinarily no bond will be required on supply contracts. A performance bond is required with all construction contracts in excess of \$2,000. The penal sum of the performance bond will ordinarily be equal to the penal sum of the payment bond.

(b) *Payment bonds.* A payment bond is required with all construction contracts in excess of \$2,000. The penal sum of payment bonds will be as follows:

(1) When the contract price is \$1,000,000 or less, 50 percent of the contract price;

(2) When the contract price is in excess of \$1,000,000 but no more than \$5,000,000, 40 percent of the contract price;

(3) When the contract price is more than \$5,000,000, \$2,500,000.

(c) *Execution of performance and payment bonds.* Performance bonds with individual sureties or one corporate surety will be executed in duplicate on Standard Form 25 (Standard Government Form of Performance Bond—Construction or Supply) and payment bonds with similar sureties or surety will be executed in duplicate on Standard Form 25-A (Standard Government Form of Payment Bond—Construction) in full compliance with the instructions on the forms.

(d) Performance bonds with two or more corporate sureties for construction contracts where it is desired to limit the liability of the several corporate sureties, will be executed on Performance Bond Form 25-B.

(e) Payment bonds under construction contracts with two or more corporate sureties where it is desired to limit the liability of the several corporate sureties, will be executed on Payment Bond Form 25-C.

§ 210.138 *Annual performance bonds, supply contracts—(a) General.* In lieu of the execution of a separate performance bond for each contract for the furnishing of supplies, a bidder may furnish an annual performance bond to cover all contracts entered into with any particular contracting officer during the fiscal year.

(b) *Execution and disposal of annual performance bonds, supply contracts.* Such bonds will be executed in triplicate on Standard Form No. 25 (Standard Government Form of Annual Performance Bond—Supplies) in full compliance with the instructions thereon, and will be forwarded to the Chief of Engineers. The second paragraph of the bond form will indicate the fiscal year to be covered and the contracting officer to whom bids are to be submitted, as for instance, "The District Engineer, New York District, Corps of Engineers, New York, N. Y." The amount of the penal sum stated in the bond should be the amount considered sufficient by the prospective bidder to cover all contracts likely to be entered into. The form may not be modified to cover contracts without limit. After approval by The Judge Advocate General, the original copy will be transmitted by the Chief of Engineers to the GAO. One copy will be filed in the Office of the Chief of Engineers and one copy will be transmitted to the designated contracting officer. Contracting officers will record all obligations against their copy of the bond and will require the contractor to post additional bonds when the obligations exceed the amount of the bond.

§ 210.139 *Surety companies as sureties—(a) Administrative requirements.* In order to be acceptable to the Department of the Army, a corporate surety must have obtained from the Secretary of the Treasury authority to do business under the act of August 13, 1824 (6 U. S. C. 6-13). A report of the corporations approved by the Secretary of the Treasury is issued semiannually by the Treasury Department and will be furnished by the Chief of Engineers to Division and District Engineers when published. These corporations are acceptable as sureties on bonds required by the Department of the Army within the limitation of such approval.

(b) *Number of sureties.* One or more companies may be accepted as surety upon a bond in connection with a supply or construction contract. On bonds covering supply contracts where the amount is greater than the underwriting limitations of a surety company, the latter may reinsure with a company on the acceptable list of surety companies having the required underwriting limitation. On

bonds for construction contracts, in cases of more than one surety, the sureties must execute such obligation jointly and severally. In the event of two or more corporate sureties where it is desired to limit the obligation and liability of each surety the liability of each surety will be set forth in the bond as a definite and specified sum, such amount to be in all cases within the limitation of its qualified power. Reinsurance agreements will not be accepted on bonds for construction contracts.

(c) *Sureties on bid bonds acceptable on performance and payment bonds.* The sureties on a bid bond are acceptable as sureties on the performance bond and payment bond provided they are able to justify as required.

§ 210.140 *Notice to proceed*—(a) *General.* Since the Government is not completely bound in cases of formal contracts until the contract papers are fully executed; it is necessary that the contractor receive notice thereof before he can proceed with the performance of the contract. Such notice is termed the "Notice to Proceed."

(b) *Specification and computation of time.* The specifications generally provide that the contractor will commence work under the contract within a specified number of calendar days after the date of receipt by him of notice to proceed, and will complete it within a specified number of calendar days after the receipt of said notice to proceed, and thus fixes the date from which the time for performance is computed. In computing such contract time, the day on which the notice was received is not counted. It will be borne in mind that the number of calendar days provided for the commencement of work after the date of receipt of notice to proceed merely provides a fixed date on which the contractor's right to proceed may be terminated if he fails or refuses to commence the work, and will not be taken into consideration in computing the time of performance. It is assumed that the time required for the assembly of plant, etc., is included in the time provided for performance.

(c) *Dredging contracts.* In contracts for dredging where the contractor is required to maintain an average rate of performance, the rate specified for the first month or months, will be based on the time required for the assembly of plant, etc., and the time of performance will be computed from the date on which the notice to proceed was received as in other cases. In such cases the rate fixed for performance for subsequent months will not include time required for mobilization of plant, etc.

(d) *Special cases.* In special cases where the circumstances warrant and it is desired that the time of performance will commence on the day following the specified number of days during which the contractor is to commence the work or on any other date than the receipt of the notice to proceed, the specifications will definitely and clearly so state. In any such cases the period during which the contractor must commence the work will be computed from the date of the receipt of notice to proceed and the time allowed for performance will be com-

puted to begin the day following such period, or on such other date as is specifically provided in the specifications.

(e) *Contractor's acknowledgment.* The contractor, as a rule, will be required to advise the contracting officer by indorsement or otherwise the date on which the notice was received; otherwise the time for performance will be computed from the date the contractor should have received the notice in the usual course of business. Acknowledgment by the contractor, stating the date of receipt, eliminates any possible controversy in the matter and it is extremely important that this procedure be followed in all cases where there is a liquidated damages provision in the contract. In cases of important contracts, or where it is desired to have immediate and certain knowledge that the notice has been received by the contractor, letters of notification, in triplicate, may be sent by registered mail with return receipt requested.

(f) *Prompt notice.* The notice to proceed will be issued promptly after the complete execution of the contract papers and, as a rule, will accompany the signed copy of contract to the contractor. The original notice signed by the contracting officer, together with a copy thereof, both acknowledged by the contractor, will be returned by the contractor to the contracting officer and the other copy will be retained by the contractor.

(g) *Commencing work prior to receipt of notice.* Contractors in no case will be required to commence the work prior to receipt of notice to proceed. If they voluntarily do so, they act at their own risk and no claim may be asserted against the United States if the contract is ultimately not approved.

(h) *When notice issued.* The notice to proceed may be lawfully issued after (1) the contractor has furnished payment and performance bonds, where required, with surety or sureties satisfactory to the contracting officer, (2) the contract is signed by the contractor and the contracting officer, and (3) the contract has been approved by higher authority where required.

(i) *Proceeding before approval of bonds.* It is not necessary to withhold issuance of the notice to proceed pending approval of the bonds by The Judge Advocate General and such action will be at the discretion of the contracting officer. In the event exceptions are taken to the bond by The Judge Advocate General after issuance of the notice to proceed, the contractor must immediately satisfy the objections raised, submit a new bond, or suffer termination of his right to proceed.

§ 210.141 *Modifications.* Since the contract is equally binding upon the parties thereto, it cannot be modified except as expressly provided by its terms and conditions or as mutually agreed to by the parties themselves. Modifications which add materially to the work to be done deprive the Government of competition and must, therefore, be made with due consideration of the requirements therefor. It is the duty of the contracting officer to see that specifications are based on a thorough exploration and knowledge of the Government's needs and that they are drawn with a

full foresight of the requirements of the work, in order that the necessity for change and modifications as the work progresses be reduced to the absolute minimum. The necessity of careful preparation and of close adherence to the provisions of contracts and of avoiding any modifications of their terms other than in strict accordance with contract requirements cannot be too strongly emphasized. Modifications are accomplished by change orders where the modification is authorized under the terms of the contract and within the scope thereof, and in all other cases by a supplemental agreement.

§ 210.142 *Change orders*—(a) *Authority for* The "Changes" articles of the standard construction and supply contract forms provide that contracting officers may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of the contract within the general scope thereof. All changes in the drawings and/or specifications, however minor, must be made by a written change order. A contractor should in no case be required to perform any work in accordance with changed drawings and/or specifications prior to the receipt of a written change order, approved by higher authority where necessary. The courts have held that where a contract provides that changes must be in writing and approved by a superior officer, the contractor's acceptance of the verbal assurance of an engineer in charge that increased compensation will be allowed will not bind the Government, even though it was benefited thereby, such assurance being wholly inoperative and void (96 U. S. 689; 28 Ct. Cls. 332; 36 Ct. Cls. 138; 61 Ct. Cls. 756). A change order likewise may not be employed to change any of the essential obligations of the contract, such as the time of commencement, methods of payment, refund of retained percentages, etc.

(b) *Obligation of contractors.* The contractor and the surety have agreed under the terms of the contract to such changes in the drawings and/or specifications as are within the general scope thereof. A written order to the contractor making a change in the drawings and/or specifications which is within the scope of the contract, approved by higher authority where necessary, is binding upon the contractor whether or not it contains an adjustment of price and time, and the contractor is obligated to proceed immediately with the work as provided therein.

(c) *Approval of higher authority.* A change order requiring the approval of higher authority is invalid unless it is so approved.

(d) *Telegraphic approval.* In cases of emergency where the change is of such a nature that it will not permit the delay necessary for transmittal of the order for the formal approval of the Chief of Engineers where required, his approval may be obtained by teletype. Teletype requests for such approval will briefly state the nature of the emergency, the details of the proposed change, the necessity therefor, whether compensation can be made at the unit price or other prices set

forth in the contract, and whether funds are available.

(e) *Adjustments in price and time under lump sum contracts.* If a change causes an increase or decrease in the amount due under a contract or the time required for its performance, an equitable adjustment will be made and stated in the change order. Ordinarily the adjustment of price and time will be negotiated with the contractor in advance, the amount agreed upon incorporated in the change order and the change order will be signed by the contractor to denote his acceptance thereof. If the adjustment of time and price cannot be determined in advance of the change order and time requires the change to be made immediately, and the work must progress to some extent before the subsurface or other conditions are sufficiently known or disclosed to permit the determination of an equitable adjustment, the change order may be issued in two parts, the initial part setting forth the details of the change and the second part, which may consist of one or more supplements, containing the equitable adjustment of price and time. The initial change order will state that a supplemental order will be issued containing the price and time adjustment and that the 10-day period within which the contractor may protest will begin upon receipt by him of the supplemental change order. If the contractor refuses to sign the supplemental change order, it will be issued with the amounts determined by the contracting officer as fair and equitable, leaving the contractor to his right of appeal as provided in the contract. In cases where the changes involve a substantial sum and considerable time will be required to determine the equitable adjustment and the contractor's financial resources are insufficient to carry him through the period necessary for the determination thereof, the initial change order may contain an amount not exceeding the contracting officer's best estimate of the adjustment, with the express stipulation that such amount is tentative for the purpose of partial payments only, and that the final adjustment will be made in the supplemental change order. All change orders or the supplements thereto must provide for an adjustment of the contract time or a statement that no extension or decrease of the contract time is involved.

(f) *Claims for adjustment under change orders under lump sum contracts.* Articles 2 and 3, respectively, of the standard supply and construction forms of contract, and similar articles of other standard forms of contract, provide that any claim for adjustment of time or price under a change order must be asserted by the contractor within 10 days from the date the change is ordered. This provision affords a remedy to the contractor if he considers the proposed change outside of the scope of the contract or if the adjustment of time and/or price stated in the change order is not acceptable to him. If the contractor objects to the adjustment of time or price, he is required to proceed with the work and to submit a claim to the contracting officer for adjustment within 10 days from the date of receipt by him of the change order. If the contractor fails to

protest the proposed change and to submit his claim within the required 10 days, he forfeits his right thereafter to submit a claim for adjustment. It will be noted, however, that the contracting officer may, in his discretion, receive and consider, with the approval of the District or Division Engineer as indicated in paragraph (g) of this section, a claim submitted after the 10-day period and before final payment under the contract has been made. Such action, however, is discretionary, and is designed to afford administrative relief in cases where the facts and circumstances are such as to render impossible or to excuse submitting the claim within the prescribed 10-day period. It will not be taken in cases where the ability of the contracting officer to determine the adjustment has been jeopardized as a result of the delay by the contractor in submitting his claim. In such cases the claim will be denied by the contracting officer.

(g) *Waiver or extension of time limitations affecting contractors.* Division and District Engineers are designated as authorized representatives of the Secretary of the Army for the purpose of approving requests for equitable adjustments received and considered by the contracting officer after the time limitation contained in the "Changes" article; provided, that no such approval will be given after the final settlement date of the contract. (The final settlement date is to be distinguished from the date of completion of the work.) Provided further, that no officer designated above may act as the authorized representative of the Secretary of the Army under this authority in connection with any contract under which he is the contracting officer.

§ 210.143 *Changed conditions.* In all cases where changed conditions are encountered, the procedure provided in the "Changed Conditions" article of the construction contract form will be promptly complied with. Where the contracting officer finds that the conditions do differ materially as provided in that article, he will prepare a written modification of the contract providing for an increase or decrease in cost and/or in time resulting from such conditions. Such written modifications will be prepared and disposed of in the same form and under the same procedure as change orders for changes in the contract drawings and specifications, with the exception that all such orders require the approval of the Chief of Engineers, regardless of the amounts involved.

§ 210.144 *Supplemental agreement—(a) When used.* Any modification of the terms and conditions of a contract not expressly provided for thereunder may be accomplished only by the execution of a supplemental agreement to the contract with the consent of the surety.

(b) *Restriction on use.* Supplemental agreements enlarging the scope of a contract or adding materially to the work to be done have been criticized as violating the requirements regarding the securing of competition, and unless the reasons for their execution show that it is clearly in the interest of the Government to secure the supplies or work in that manner such modifications should not be entered

into. The Comptroller General has ruled that an existing contract may not be expanded so as to include additional work of any considerable magnitude without compliance with 3709 Revised Statutes as amended, unless it clearly appears that the additional work was not in contemplation at the time of the original contracting and is such as to render it reasonably impossible of performance by other than the original contractor. The apparent probability that the additional work may be done more conveniently or even at less expense by the original contractor, because of being engaged upon the original work, or otherwise, is not controlling as to whether the provisions of R. S. 3709 are for application. Whether the original contractor can do the work at less expense to the Government than any other contractor is possible of definite determination only by soliciting competitive bids under said section (5 Comp. Gen. 503). Also a modification of a contract by a supplemental agreement is not authorized except for the benefit of the Government, or upon a new and valuable consideration passing to the Government. (5 Comp. Gen. 605.)

§ 210.145 *Extras.* The "Extras" article of the supply and construction contract forms provides that, except as otherwise therein provided, no charge for any extras or extra work or material will be allowed unless the same has been ordered in writing by the contracting officer and the price stated in such order. The purpose of such article is to prevent charges against the Government for extra articles or services that may be voluntarily furnished by the contractor or on verbal instructions of an unauthorized officer or employee of the United States. Such article restricts all claims for extras and extra work to those that have been specifically ordered in writing, as provided for under the terms of the contract.

§ 210.146 *Delays-damages—(a) Contract provisions.* The "Delays-Damages" article of the approved construction contract forms provides a remedy to the Government in the event the contractor fails to deliver or perform within the specified time and any authorized extensions thereof, and the right to extend time for performance for excusable delays.

(b) *Default procedure—(1) Construction contracts.* In the revised "Delays-Damages" article for construction contracts, in the event the contractor is in default by reason of failure to prosecute the work or any separable part thereof diligently or by reason of failure to complete within the date specified for performance, the contracting officer may allow the contractor to proceed, and, in case liquidated damages are specified, assess the contractor the appropriate sum for liquidated damages; or, in case liquidated damages are not specified, assess any actual damages occasioned the Government by the delay. Or the contracting officer may terminate the contractor's right to proceed, if the circumstances warrant such action; in which event the contractor and his sureties shall be liable to the Government for any excess cost occasioned thereby and for

liquidated damages for delay as fixed in the specifications or accompanying papers, or if not so fixed, any actual damages occasioned the Government by the delay.

(2) *Approval of the Chief of Engineers to terminate contractor's right to proceed.* Where it is proposed to terminate the contractor's right to proceed the prior approval of the Chief of Engineers will be obtained.

(3) *Notice of delay.* The revised "Delays-Damages" articles do not specify any time within which the contractor shall serve notice upon the contracting officer of excusable delays.

§ 210.147 *Extensions of time for excusable delays.* The contracting officer will promptly investigate the causes and extent of the delay, inform the contractor of his findings and decision, and, where he determines the delay to be due to any of the excusable causes set forth in the contract, he will issue a written order extending the contract time by the number of days of such delay. Such an order will be prepared, numbered, and distributed as a change order.

§ 210.148 *The assessment of liquidated damages.* In contracts where liquidated damages are prescribed and the contracting officer elects to permit the contractor to complete his contract and pay liquidated damages, amounts will be deducted from payments as the work progresses for all delays except excusable delays for which extensions of time have been granted. In computing delivery time and delays in delivery for the assessment of liquidated damages, intervening Sundays and holidays should be counted except that delivery will not be required on a Sunday or holiday.

§ 210.149 *Terminating the contractor's right to proceed.* In all cases where the contractor has defaulted in the performance of his contract or in construction contracts where the contracting officer is satisfied that the contractor cannot complete the work within the time required, and he has determined that the delay is not due to any of the excusable causes set forth in the contract and that it is in the best interest of the Government to terminate the contractor's right to proceed, he will, with the approval of the Chief of Engineers in cases where a performance bond has been furnished, notify the contractor in writing thereof. Such notice will definitely state that the contractor's right to proceed is thereby terminated, with the reasons therefor, and that the Government will hold the contractor and the surety, if any, responsible for any excess costs incurred in the completion of the contract. At the same time written notice of the action taken should be given to the surety, if any, with the request that it advise within a reasonable number of days whether it will take over and complete the work. There should be borne in mind the distinction between "terminating the contractor's right to proceed" and "terminating the contract." In the former the contract is taken away from the contractor but held for completion by the surety, by Government forces, by open market purchase, or readvertise-

ment, as the case may be. In the latter, the contract is abandoned and ended.

§ 210.150 *Rights of sureties.* Since the surety has guaranteed the completion of the contract, it may assist a failing contractor or itself assume and complete the contract either prior or subsequent to a formal termination of the contractor's right to proceed. If the surety takes over the work prior to the formal termination of the contractor's right to proceed, payments are required to be made to the contractor and liquidated damages assessed as though the work were completed by the contractor himself. If the surety elects to take over the work after the contractor's right to proceed has been formally terminated, it may do so without formality, in which event payments are required to be made in the name of the contractor. If the surety desires to receive payments as provided under the terms of the contract in its own name, a supplemental agreement must be entered into between the contractor, the contracting officer, and the surety, which may provide that the surety will take over and complete the work remaining to be performed under the contract in accordance with the provisions thereof, that the surety will receive payment of earned estimates for the work performed by it and that, in the event the surety sustains a loss in the completion of the work, it will receive payment to the extent thereof from retained amounts due the contractor, if any, after all claims of the Government arising out of the contract against the contractor have been satisfied. If the completion of the contract is delayed beyond the time fixed for completion in cases where the contractor's right to proceed has been formally terminated the contractor and surety will be charged with the excess costs incurred by the Government because of such delay. Such excess costs will consist only of such items of inspection, superintendence, etc., over and above what would have been incurred had the contract been completed on time.

§ 210.151 *Completion of defaulted contracts.* Where the contractor's right to proceed has been terminated under a supply contract and the surety, if any, does not elect to proceed with the completion thereof, the contracting officer will proceed to complete the contract by purchase in the open market, by award to the next low bidder where the latter is willing to renew his bid, or by readvertisement. In construction contracts, where the surety declines to proceed with the work after the termination of the contractor's right to proceed, the contracting officer should proceed without delay to complete the contract by Government forces or by readvertisement. If the work is readvertised, it must be on the same terms, conditions, and specifications as the original contract, as modified by change order or supplemental agreement. After completion of the work, the excess costs, if any, incurred in the completion of the work, whether by Government plant and hired labor, by open market purchase, or by contract, will be deducted from any amounts due the contractor in the final payment un-

der the contract, and if the amount due the contractor is insufficient therefor, demand will be made immediately upon both the contractor and surety for the payment thereof.

If payment is not made within a reasonable time, a complete report of all the facts and circumstances will be prepared and forwarded to the Chief of Engineers, attention: Legal Division, for such further action as the interests of the United States may require. The correspondence transmitting the report will indicate the appropriate allotment symbol and title involved.

§ 210.152 *Appeals—(a) Provision for appeal.* The standard contract forms provide an orderly method of taking appeals from decisions of the contracting officer.

(b) *Obligation of the contractor.* It is the obligation of the contractor under the "Changes" articles of the supply and construction contract forms, as well as similar articles of other standard forms, and under the "Changed Conditions" article of the lump sum construction contract form to assert in writing any claims for adjustment under those articles promptly for while the period specified in such provisions may be extended for asserting such claims for adjustment, it should not be, if the contractor's delay has prejudiced the Government's interests by substantially decreasing the contracting officer's ability to determine the facts pertinent to the claim, and in such cases the contracting officer would be warranted in refusing to receive and consider any such claim after the specified time has expired. It is also the obligation of the contractor to proceed diligently with the work notwithstanding any disputed claims.

(c) *Obligation of the contracting officer.* It is the obligation of the contracting officer, upon receipt of a claim for adjustment in price or time, which has not been covered by an appropriate change order, to decide such claim promptly. If he finds the claim warranted he will promptly issue an appropriate change order. If he finds the claim not warranted, he will promptly so advise the contractor, in writing, of his decision, and at the same time advise him of his right to appeal under the "Appeals" article of the contract within the time limitation of 30 days prescribed therein. The contractor should be advised that processing his appeal through the contracting officer will expedite action thereon.

(d) *Findings of fact.* If the contractor appeals, the contracting officer will make thorough findings of fact and serve a copy thereof upon the contractor and invite his prompt response thereto.

(e) *Decisions of the contracting officer.* Decisions of the contracting officer must be based upon his own judgment without subordination of his judgment to that of his superior officers. Any such subordination of the contracting officer's judgment except insofar as he may be overruled by the appellate authority designated in the contract, is a breach of contract.

(f) *Processing appeals.* When the contractor's response to the contracting

officer's findings of fact is received, the entire record, including the following documents, will be transmitted through channels to the Chief of Engineers, attention: Legal Division:

(1) The contractor's request for adjustment,

(2) The contracting officer's decision,

(3) The contractor's appeal,

(4) The contracting officer's findings of fact,

(5) The contractor's response to the findings of fact, if any,

(6) (In cases where the contract involved is not distributed to the Chief of Engineers) A complete copy of the contract record, including an authenticated copy of the contract, modifications thereto, specifications, and pertinent drawings.

(7) All intermediate correspondence pertinent to the appeal,

(8) The results of any conferences with the contractor, and

(9) A statement as to the funds available for payment, if appeal is sustained in whole or in part. In any case where the contractor fails to respond within fifteen days, or such longer period as the contracting officer may grant, to the contracting officer's findings of fact, the record will be transmitted without such response.

(g) *Number of copies.* Only the original and one copy of all appeals and accompanying documents will be forwarded to the Chief of Engineers, attention: Legal Division.

(h) *Final settlement* under any contract will not be made pending the determination of disputes or appeals. Unless the retention of a substantial sum to make adjustments is required, only a nominal sum will be retained pending final decision.

(i) *Time for appeal.* The standard disputes article provides for appeal of contractor from adverse decisions of the contracting officer within thirty days from the mailing of any such decision. There is no authority for the extension of such 30-day period. However, if the contracting officer changes his decision a new 30-day period within which to appeal is created.

(j) *The Corps of Engineers Claims and Appeals Board.* There is quoted below in pertinent part memorandum of August 9, 1946, as amended, from the Chief of Engineers to the Chief, Legal Division, Office, Chief of Engineers, relating to the establishment and functions of the Corps of Engineers Claims and Appeals Board:

—1. There is hereby constituted in the Legal Division of this Office a board to be known as "The Corps of Engineers Claims and Appeals Board." The Board will consist of three members, one of whom will be chairman of the Board. The Chief of the Legal Division by virtue of his office will serve as chairman of the Board. There will also be a recorder. The chairman of the Board will recommend appointees for membership on the Board and for recorder. Appointments will be made by the Chief of Engineers. If the chairman of the Board at any time determines that additional members of the Board are necessary in order to process appeals with reasonable dispatch, he may from time to time recommend for appointment such additional members of the Board as he may deem necessary, and will make recommendations for the

filling of any vacancies on the Board and in the office of the recorder.

2. The Board created by paragraph 1 of this memorandum is hereby designated as the duly authorized representative of the Chief of Engineers to hear, consider and decide as fully and finally as the Chief of Engineers might do, appeals to the Chief of Engineers under contracts which contain provisions authorizing the Chief of Engineers to designate a board as his duly authorized representative to determine appeals.

3. Except in the case under paragraph 2 above, the chairman of the Corps of Engineers Claims and Appeals Board is hereby designated as the duly authorized representative of the Chief of Engineers to hear, consider and decide as fully and finally as the Chief of Engineers might do, appeals from the decisions of contracting officers under contracts requiring the decision of appeals by the Chief of Engineers or his duly authorized representative.

4. In appeals under paragraph 3, above, the Board hereby constituted shall nevertheless hear, consider and report its views on such appeals to the chairman of the Corps of Engineers Claims and Appeals Board as the authorized representative of the Chief of Engineers. If, however, such representative shall not be in accord with the views of the Board, he will promptly submit the case for final determination upon the record to the Chief of Engineers.

5. Should additional members be appointed to the Board, the chairman thereof, from time to time, may divide the Board into Divisions of two or more members and assign members to each Division. A majority of the members of the Board or of a Division thereof shall constitute a quorum for the transaction of the business of the Board or of a Division, respectively. The decision of the majority of the members of the Board or of a Division shall be deemed to be the decision of the Board or of a Division, as the case may be: *Provided, however,* That in any appeal heard and considered by a Division, the decision of the Division shall become the decision of the Board, unless within ten days after such decision, the chairman of the Board directs that the decision of the Division be reviewed by the Board. If a majority of the members of a Division is unable to agree upon a decision, the proceedings shall be referred to the Board for a decision. In any appeal before the Board in which the chairman of the Board has not participated, the decision of the Board shall be reviewed by the chairman of the Board. If a majority of the members of the Board is unable to agree upon a decision, or the chairman of the Board, upon his review of a decision made by the Board in a case where he has not participated, is unable to agree therewith, the chairman of the Board will promptly submit the appeal to the Chief of Engineers for his decision upon the record. A vacancy in the Board or in any Division thereof shall not impair the powers nor affect the duties of the Board or Division nor of the remaining members of the Board or Division, respectively. The authority and procedure provided for herein shall apply whether the Board shall be acting as a designated representative of the Chief of Engineers under paragraph 2 above, or in an advisory capacity under paragraph 4 heretofore.

6. The Board shall have all powers necessary and incident to the proper performance of its duties, and with the approval of the Chief of Engineers, shall adopt its own methods of procedure and rules and regulations for its conduct and for the preparation and presentation of appeals.

7. The office of the Board shall be in the Office of the Chief of Engineers, but hearings may also be held in such other places as the Board may determine to be expedient or necessary for the proper performance of its duties. The chairman may in his discretion

appoint one or more members of the Board for the purpose of conducting hearings.

8. In the consideration and disposition of appeals to the Chief of Engineers pertaining to disputes arising under, out of, incident to, by virtue of, or as a result of any engineer contract it is desired that the Corps of Engineers Claims and Appeals Board and the chairman thereof, as the representative of the Chief of Engineers for the disposition of appeals observe the following additional instructions:

a. Exercise such delegable authority and discretion as the Chief of Engineers himself might exercise either through contractual power or otherwise in the consideration and disposition of appeals, to ratify or approve the acts of subordinates and to waive any contract requirement which the Chief of Engineers himself legally might waive, whenever in the discretion of the Board or the chairman thereof, as the case may be, such action is deemed necessary or desirable to arrive at a just and equitable adjustment or disposition of the dispute involved in the appeal.

b. Consider and administratively pass on appeals not specifically or impliedly authorized by the contract where the ruling appealed from is not thereby made final and conclusive, and the appeal is taken within the time fixed in the contract for appeals.

c. Find and administratively determine the facts out of which a claim by a contractor arises for damages against the Government for breach of contract, without expressing opinion on the question of the Government's liability for damages. * * *

(k) *Rules of the Corps of Engineers Claims and Appeals Board; introduction.* The following rules are promulgated by the Corps of Engineers Claims and Appeals Board, Office of the Chief of Engineers, for the guidance of contractors having contracts with the Corps of Engineers, and others concerned.

(1) *Rule 1, appeals, how taken.* An appeal from the decision of a contracting officer must be in writing, addressed to the appellate authority named in the contract and filed with the officer from whose decision the appeal is taken, within the time allowed by the contract. The contracting officer will thereupon prepare findings of fact, copy to be furnished to the contractor. The contractor will then be permitted to file a brief or submit comment on such findings.

(i) *Form, size and number of papers filed.* Appeals, notices, motions, applications, stipulations, briefs, depositions, and other papers, if typewritten, filed with the Board will be typewritten on one side of the paper only, with margin of 1½ inches on the left of the page, and, as far as practicable, will be upon paper 8½ x 11 inches in size. The papers will be fastened on the left side without covers or backs. Four copies of each of such papers, whether typewritten or not, except stipulations and depositions, will be filed.

(ii) *Number to be assigned to proceedings.* The recorder will assign a number to each appeal coming before the Board, which number will be placed on all papers in the case.

(2) *Rule 2; form of appeals.* Each appeal will state the particular provisions of the contract out of which the dispute arises; the exact nature of the dispute and the ruling of the contracting officer or authorized representative from which the appeal is taken, together with a state-

ment of specific facts claimed by the appellant to sustain his appeal.

(3) *Rule 3; time of filing to be endorsed.* When the appeal has been received by the contracting officer, he will endorse thereon the date of filing and forward the appeal through channels to the Corps of Engineers Claims and Appeals Board, Office of the Chief of Engineers, Washington, D. C.

(4) *Rule 4, notice of hearings.* The appellant will be given at least 10 days' notice of the time and place of hearing. Continuances will not be granted except upon written request and for good cause.

(5) *Rule 5, place of hearing.* Ordinarily the place of hearing will be in the Office of the Chief of Engineers, Washington, D. C. If the appellant desires that a hearing be held at a place other than Washington, D. C., he will, at the time of taking his appeal, or within a reasonable time thereafter, but before service of notice of hearing, make a written request therefor, stating the place preferred for the hearing, and stating fully the reason for such request. The representative of the Government handling the case may, within 10 days after an appeal has been filed in the office of the board, file with the board a written request for hearing at a place other than the office of the board and will in such request state fully the reasons therefor. If the appellant does not request a hearing at a place other than at the office of the Board, the Board may, nevertheless, on its own motion hold a hearing at another place.

(6) *Rule 6; absence of parties or counsel.* The unexcused absence of appellant or his counsel at the time and place set for the hearing of any proceeding will not be the occasion for delay, but the hearing will proceed and the case will be regarded as submitted on the part of the absent party.

(7) *Rule 7 applications for rehearings.* Rehearing, further hearing or reconsideration of a decision, may be had, if in the judgment of the Board sufficient reason therefor appears.

§ 210.153 *Payments — (a) General.* Payments will be made promptly in accordance with the terms of the contract. Where the contract provides for partial payments as the work progresses, failure to make them at the time specified is a breach of the contract. Section 3648, Revised Statutes, prohibits any payment under a contract in excess of the value of the services rendered or of the articles delivered previous to such payment. However, the making of partial payments in accordance with the approved partial payments articles does not violate that statute.

(b) *Final payment.* (1) All vouchers covering final payments under contracts will bear the certificate of the person authorized to certify that the conditions of the contract have been complied with and that the articles or services contracted for have been accepted by him as satisfactory on behalf of the United States.

(2) After final payment has been made under a contract no further payments thereunder may be made by a disbursing officer. Final payments, therefore, should not be made until after all dis-

putes, claims, and appeals have been finally disposed of and all administrative action is completed as required by the contract. Where a considerable amount is due the contractor in a final payment and all items under the contract have been adjusted with the exception of certain claims or appeals, payment may be made to the contractor of a substantial portion of the amount due, retaining for final settlement only such amount as may be necessary to make any final adjustments and to keep the contract open pending the final disposal of such claims or appeals.

§ 210.154 *Assignment of contracts and monies due under contracts—(a) Authority to assign monies due under contracts.* The Act of 9 October 1940 (54 Stat. 1029; 41 U. S. C. A. 15; M. L. 1939, Sup. III, sec. 739) provides that sections 3477 and 3737, Revised Statutes, will not apply in any case in which the monies due or to become due from the Government, under a contract for \$1,000 or more, are assigned to a bank, trust company, or other financing institution, including any Federal lending agency.

(1) *Information to prospective assignees.* A financing institution to which a claim is to be assigned may require information regarding the status of the contract at the time of the assignment. Contracting officers will furnish such information upon the request of the contractor. In so doing the contracting officer will advise the assignee that the information is so furnished only for confidential use in connection with the assignment.

(2) *Information on vouchers.* Indication of the assignment of a claim, and any further assignment thereof, and the name of the assignee will be made on all vouchers or invoices certified by the contractor.

(b) *Assignment of contracts.* To eliminate any question as to the validity of assignments of contracts which might come within the purview of section 3737, Revised Statutes, contracting officers will follow the following procedure in cases where assignments are determined to be advisable or necessary due to business transfers, mergers, dissolutions, etc..

(1) Prepare a supplemental agreement to the prime contract, which will be executed by both the assignor and the assignee, as well as the contracting officer, which will contain provisions governing the following:

(i) That the assignee is to perform all obligations of the assignor under the contract.

(ii) That the assignor waives all claims against the Government under the contract.

(iii) That all future payments under the contract will be made to the assignee.

(iv) That the execution of the supplemental agreement by the Government will not be construed as a waiver of its rights against the assignor.

(v) That the supplemental agreement is subject to the approval of the Chief of Engineers.

(2) The contracting officer will procure the following pertinent papers:

(i) A certified copy of the document or documents of transfer as between the as-

signor and the assignee upon which the supplemental agreement is based.

(ii) If the assignor is a corporation, a certified copy of the minutes of the governing body of the corporation authorizing such transfer.

(iii) If the contract is supported by a bond a new bond will be obtained from the assignee.

(3) The contracting officer will make a findings of fact as to whether the proposed assignment will adversely affect the interests of the Government, including a statement as to whether the assignee is qualified to complete the contract satisfactorily.

(4) Supplemental agreements of the type covered herein, together with the data required by subparagraphs (2) and (3) of this section, will be submitted to the Chief of Engineers, attention: Legal Division.

(5) In those cases where such documents of assignment involve contracts, copies of which have not been distributed to the Chief of Engineers, a copy of such contracts will accompany the documents of assignment.

(6) The assignment of contracts within the prohibition of the statute referred to in this paragraph (b) of this section is to be distinguished from the assignment of monies due or to become due under contracts pursuant to the authority cited in paragraph (a) of this section.

(7) While all the requirements prescribed above must be strictly adhered to, the importance of subparagraph (1) (iv) of this paragraph is particularly emphasized and assignments will never include a provision releasing or waiving the Government's right under the contract against the assignor.

§ 210.155 *Termination of contracts.* A contract may be terminated prior to the completion thereof by mutual consent of the parties. In such cases it is necessary to execute a supplemental agreement setting forth the terms and conditions under which the parties agree to terminate it and to secure the consent of the surety, if any, thereto. Such supplemental agreements require approval of the Chief of Engineers and should so provide. In the termination of a contract by mutual consent, the contractor would be entitled to payment for all work actually performed to the date of termination and, in certain cases, to an allowance for the actual damage and loss of profit sustained by him due to the termination. (See 15 Comp. Dec. 439 and 18 Comp. Gen. 826.)

§ 210.156 *Guarantee provisions in contract.* Provisions purporting to guarantee construction work generally or particular items of construction work will not be made part of construction contracts or specifications. Such prohibition will not apply to contracts, or portions thereof for the procurement or installation of machinery and equipment for which guarantees are customarily furnished in the trade or for machinery and equipment of special design where the interest of the Government clearly requires such guarantees.

CLAIMS AND LITIGATION

§ 210.157 *Claims under the "Federal Tort Claims Act"* Claims will be investi-

gated, reviewed, and reported under the "Federal Tort Claims Act" (Title IV, Act of 2 August 1946, Public Law 601, 79th Cong.) under the following circumstances:

(a) The claim is for: (1) Damage to or loss of property or (2) Personal injury or death.

(b) The claim accrued on or after January 1, 1945.

(c) The damage, loss, injury, or death was caused by the negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant for such damage, loss, injury, or death, in accordance with the law of the place where the act or omission occurred.

(d) The claim was presented in writing one year after it occurred or within one year after August 2, 1946, whichever is later.

§ 210.158 *Administrative settlement of claims under the "Federal Tort Claims Act"* (a) Subject to the limitations of the "Federal Tort Claims Act" the Secretary of the Army, or his designee for the purpose, is authorized, acting on behalf of the United States, to consider, ascertain, adjust, determine, and settle any claim against the United States for money only, accruing on and after January 1, 1945, on account of damage to or loss of property or on account of personal injury or death, where the total amount of the claim does not exceed \$1,000, and is caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant for such damage, loss, injury, or death, in accordance with the law of the place where the act or omission occurred.

(b) "Employee of the Government" includes members of the military forces of the United States, and persons acting on behalf of the Department of the Army in an official capacity, temporarily or permanently in the service of the United States, whether with or without compensation.

(c) "Acting within the scope of his office or employment," in the case of a member of the military forces of the United States, means acting in the line of duty.

§ 210.159 *Claims in excess of \$1,000.* The Department of the Army does not have legal authorization to consider administratively claims in excess of \$1,000 which are otherwise cognizable under the "Federal Tort Claims Act." The claimant's remedy, if any, in such cases is by suit in the United States District Court for the district wherein the claimant is resident or wherein the act or omission complained of occurred, including the United States District Courts for the territories and possessions of the United States.

§ 210.160 *Claims for settlement under the act of July 3, 1943 (57 Stat. 372) as amended.* Claims will be investigated, processed and settled under the act of July 3, 1943 (57 Stat. 372) as amended

by section 4 of the act of May 29, 1945 (59 Stat. 225) and section 1 of the act of June 28, 1946 (Public Law 446, 79th Congress), under the following circumstances:

(a) The claim is for:

(1) Damage to or loss or destruction of real or personal property; or

(2) Personal injury or death; or

(3) Damage to or loss or destruction, by criminal acts, of registered or insured mail while in the possession of military authorities; or

(4) Damage to or loss or destruction of personal property bailed to the Government; or

(5) Damage to real property incident to the use or occupancy thereof, whether under a lease, express or implied, or otherwise.

(b) The claim arose on or after May 27, 1941.

(c) The damage, loss, destruction, injury, or death was caused by military personnel or civilian employees of the Corps of Engineers while acting within the scope of their employment, or otherwise incident to non-combat activities of the Corps of Engineers.

(d) As to claims accruing on and after January 1, 1945, the damage, loss, destruction, injury, or death was not caused by the negligent or wrongful act or omission of any employee (including military personnel) of the Government while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant for such damage, loss, injury, or death, in accordance with the law of the place where the act or omission occurred.

(e) The damage, loss, destruction, injury, or death was not caused in whole or in part by any negligent or wrongful act on the part of the claimant, his agent, or employee.

(f) *Statute of limitations.* Claims must be presented in writing within one year after the occurrence of the accident or incident out of which the claim arises, except that if the accident or incident occurs in time of war, or if war intervenes within one year after its occurrence, a claim may, if good cause for the delay is shown, be presented within one year after peace is established.

(g) The amount of the settlement does not exceed \$1,000.

(h) The claimant will accept the amount determined upon in full satisfaction and final settlement of his claim.

§ 210.161 *Action by claimant—(a) Claims for property damage, loss, or destruction.* Claims for property damage, loss, or destruction may be presented by the owner of the property or his duly authorized agent or legal representative. The word "owner," as so used, includes bailees, lessees, mortgagors, and conditional vendees, but does not include mortgagees, conditional vendors, and others having title for purpose of security only. The claim, if filed by an agent or legal representative, should show the title or capacity of the person signing and be accompanied by evidence of the appointment of such person as agent, executor, administrator, guardian, or other fiduciary.

(b) *Claims for personal injury or death.* Claims for personal injury or death may be presented by the injured person or his duly authorized agent or legal representative. Claims for medical, hospital, and burial expenses, not presented by the injured person or his duly authorized agent or legal representative, may if it appears that no legal representative has been appointed be presented by any person who, by reason of family relationship, has in fact incurred the expenses for which claim is made.

(c) *Form of claim.* Claims will be submitted by presenting in quadruplicate a statement in writing showing the claimant's address, the amount of the claim, and so far as possible, the detailed facts and circumstances surrounding the accident or incident, indicating the date and place, the property and persons involved, the nature and extent of the damage, loss, destruction, or injury, and the agency which was the cause or occasion thereof.

(d) *Signatures.* The claim and all other papers requiring the signature of the claimant will be signed by the claimant personally or by a duly authorized agent. The signature of such claimant or agent will be identical throughout.

(e) *Place of filing.* The claim will be submitted to the District Engineer concerned.

§ 210.162 *Notice to claimant; appeals.* Upon disapproval of a claim in whole or in part the claimant will be notified in writing of the action taken and the reason therefor and he will be advised of his right to appeal, stating in such appeal the grounds relied on, to the Secretary of the Army, through the Division Engineer disapproving the claim, within 30 days of receipt by the claimant of such notification. An appeal will be considered as having been taken seasonably if mailed or delivered within 30 days after receipt by claimant of such notification. No notice is necessary if the full amount claimed is approved for payment. The action of the Division Engineer in approving or disapproving a claim in whole or in part will be final and conclusive for all purposes unless the claimant appeals in writing to the Secretary of the Army as hereinabove provided.

§ 210.163 *Acceptance agreement.* If the claim is approved for less than the full amount, there will, if possible, be obtained from the claimant a written statement signifying his willingness to accept the amount so approved in full satisfaction and final settlement; if such statement is not obtained the claim may be approved in a lesser amount upon the express condition, to be stated in the action by the approving authority, that the claimant accepts such amount in full satisfaction and final settlement. No such acceptance agreement is necessary if the full amount claimed is approved for payment.

§ 210.164 *Acceptance of amount recommended and advice to claimant.* The claims officer will not advise the claimant as to the action taken on his claim unless and until approval thereof in a specified amount is recommended, in which event the claimant will be advised that such recommendation is subject to

approval or disapproval by higher authority. If the amount so recommended is less than the amount claimed, a statement in writing (Amended claim and Acceptance Agreement) will, if possible, be obtained from the claimant as to whether he will accept the amount recommended, if approved, in full satisfaction and final settlement of his claim and, if not, his reasons for not accepting. In no case will the claims officer advise the claimant that his claim has been or will be disapproved.

§ 210.165 *Implied contract claims—*
(a) *Constitutional provision.* It is provided in the Fifth Amendment to the Constitution that private property will not be taken for public use without just compensation. Where property has been so taken without any agreement for compensation, an implied contract arises to justly compensate the owner for its value. The same rule applies where the property has not been actually taken for public use but where it has been destroyed for the benefit of the Government (7 Comp. Dec. 767)

(b) *Settlement and payment of claims.* In all cases where private property has been unavoidably taken or destroyed through the lawful activities of the Corps of Engineers and claims by the owners are submitted for the payment thereof, such claims, containing a statement by the claimant of the amount which he is willing to accept in full settlement of his claim, will be transmitted with a full report of the claims officer and his recommendation to the Division Engineer. Such claims as are approved by the Division Engineer will be forwarded to the disbursing officer for payment.

(c) *Distinction between direct and indirect damage.* In order to be properly reimbursable, as upon an implied contract, the loss must be the result of a direct physical invasion by officers or agents of the Corps of Engineers such as the cutting of trees, cutting or trampling of crops, etc. Such losses are to be distinguished from those resulting from indirect causes, as floods or improvement of navigable waters for the public good falling within the category of consequential damages which are not reimbursable. Except in cases of emergency, the taking or use of private property, whenever necessary, will be by express contract, and particular care will be exercised to avoid the creation of implied contractual obligations.

§ 210.166 *Claims for direct settlement by the General Accounting Office—*(a) *General.* Claims which cannot be adjusted under the express terms of a contract or under specific authority conferred by statute upon the Department of the Army are required to be submitted to the General Accounting Office for direct settlement. Claims arising from or growing out of contractual relations, such as those for extension of time, adjustments under change orders, remission of liquidated damages, changed conditions, etc., are required to be adjusted and settled by administrative officers in accordance with the terms of the contract. If the contractor is dissatisfied with the final administrative action taken, he may sign the final payment

voucher under protest and file a claim for review by the General Accounting Office. Likewise, if he fails to submit a claim until after final payment under a contract has been made, the claim must be submitted to the General Accounting Office for direct settlement. Where claims under a contract are submitted after final payment and the contractor has clearly forfeited his right to maintain the claim due to his failure to give timely notice, to file an appeal, or to follow the procedure otherwise provided by the contract, the recommendation of the contracting officer for disallowance of the claim will be based on such fact; and in such cases it is not necessary to include in the administrative report an elaborate statement of the facts as to the merits or demerits of the claim.

(b) *Procedure.* No form has been prescribed for the submission of claims to the General Accounting Office. They may be prepared upon standard voucher forms or may consist of an informal application over the signature of the claimant, setting forth the basis and the amount of his claim. If the claim is submitted by an attorney or agent of the claimant, a power of attorney signed by the claimant, designating the attorney or agent and the authority to act for him, must be submitted with the claim. In each case the District Engineer will prepare an administrative report setting forth the facts and circumstances under which the claim arose, the merits or demerits thereof, and the symbol and title of the appropriation from which payment, if any, will be made. With relation to claims arising under a contract, the administrative report will state whether or not the required notices were given by the contractor as required under the terms of the contract, the action taken by the contracting officer, whether such action became final and conclusive upon the contractor, or whether it was appealed, and if appealed, the action taken thereon. The claim and administrative report will be forwarded, in duplicate, with the recommendation of the District and Division Engineers to the Chief of Engineers for transmittal to the General Accounting Office. In this class of claims the recommendations of District and Division Engineers need not be submitted separately from the administrative report, and a copy of the report need not be furnished the claimant.

[SEAL] EDWARD F. WITSELL,
Major General,
The Adjutant General.

[F. R. Doc. 48-4813; Filed, May 28, 1948;
8:49 a. m.]

TITLE 36—PARKS AND FORESTS

Chapter I—National Park Service, Department of the Interior

PART 1—AREAS ADMINISTERED BY THE NATIONAL PARK SERVICE

AZTEC RUINS NATIONAL MONUMENT, NEW MEXICO

CROSS REFERENCE: For order enlarging the Aztec Ruins National Monument, New Mexico, which affects the tabulation contained in § 1.4, see Proclamation 2787, *supra*.

Chapter III—Corps of Engineers, Department of the Army

PART 311—PUBLIC USE OF CERTAIN RESERVOIR AREAS

HUNTING AND FISHING

In § 311.6, paragraph (c) is rescinded and the following substituted therefor:

§ 311.6 *Hunting and fishing.* * * *

(c) A permit shall be obtained from the District Engineer or his authorized representative to construct a duck blind on the water in any reservoir area listed in § 311.1 except for the Wappapello Reservoir Area, St. Francis River, Missouri, on which duck blinds may be permitted or prohibited in accordance with regulations of the Missouri Conservation Commission relative to duck hunting.

[Regs. May 3, 1948, ENGWF] (58 Stat. 889, as amended by 60 Stat. 641, 16 U. S. C. 460d)

[SEAL] EDWARD F. WITSELL,
Major General,
The Adjutant General.

[F. R. Doc. 48-4814; Filed, May 28, 1948;
8:50 a. m.]

TITLE 50—WILDLIFE

Chapter III—International Fisheries Commission

PART 301—PACIFIC HALIBUT FISHERIES

NOTICE OF CLOSURE OF AREAS 1B AND 2

Under authority of the Convention between the United States of America and the Dominion of Canada for the preservation of the Halibut Fishery of the Northern Pacific Ocean and Bering Sea, and as provided by regulations effective March 6, 1948, the International Fisheries Commission has determined upon the date of June 1, midnight, as that upon which Areas 1B and 2 as defined in the said regulations shall be closed to all halibut fishing except that provided for in Article I of the Convention.

Area 1B is defined to include all convention waters between a line running northeast and southwest through Cape Blanco Light and a line running northeast and southwest through Willapa Bay Light on Cape Shoalwater.

Area 2 is defined to include all convention waters off the coasts of the United States of America and of Alaska and of the Dominion of Canada between Area 1B and a line running through the most westerly point of Glacier Bay, Alaska, to Cape Spencer Light, thence south one-quarter east.

Reference should be had to a copy of the regulations (§ 301.1 (c) and (d) 13 F. R. 1665) for further details regarding these boundaries.

(50 Stat. 1351, 50 CFR 301.2 (c))

INTERNATIONAL FISHERIES
COMMISSION,
G. W. NICKERSON,
Chairman.
MILTON C. JAMES,
Secretary.

MAY 20, 1948.

[F. R. Doc. 48-4817; Filed, May 28, 1948;
9:01 a. m.]

PROPOSED RULE MAKING

DEPARTMENT OF AGRICULTURE

Production and Marketing Administration

17 CFR, Part 521

UNITED STATES STANDARDS FOR GRADES OF FROZEN RASPBERRIES¹

NOTICE OF PROPOSED RULE MAKING

Notice is hereby given that the United States Department of Agriculture is considering the issuance, as hereinafter proposed, of United States Standards for grades of frozen raspberries pursuant to the authority contained in the Department of Agriculture Appropriation Act, 1948 (Pub. Law 266, 80th Cong., 1st Sess., approved July 30, 1947). These standards, if made effective, will be the third issue by the Department for frozen raspberries.

All persons who desire to submit written data, views, or arguments for consideration in connection with the proposed standards shall file the same in quadruplicate with the Hearing Clerk, Room 1844, South Building, United States Department of Agriculture, Washington 25, D. C., not later than 30 days after publication of this notice in the FEDERAL REGISTER.

The proposed standards are as follows:

§ 52.614 *Frozen raspberries.* Frozen raspberries are prepared from the properly ripened fresh fruit of the plant (*Genus rubus*) are stemmed and cleaned; may be packed with or without packing media; and are frozen and stored at temperatures necessary for the preservation of the product.

(a) *Types (colors) of frozen raspberries.* (1) "Red" or "red raspberries" are red in color and include such varieties as Cuthberts.

(2) "Black" or "Black raspberries" are black or purple in color and include such varieties as Cumberland and Columbian.

(b) *Grades of frozen raspberries (not for manufacturing)* (1) "U. S. Grade A" or "U. S. Fancy" is the quality of frozen raspberries that possess similar varietal characteristics; possess a bright, practically uniform, typical color; are practically free from defects; possess a good character; possess a normal flavor and odor; and score not less than 85 points when scored in accordance with the scoring system outlined in this section.

(2) "U. S. Grade B" or "U. S. Choice" is the quality of frozen raspberries that possess similar varietal characteristics; possess a reasonably bright, reasonably uniform, typical color; are reasonably free from defects; possess a reasonably good character; possess a normal flavor and odor; and score not less than 70 points when scored in accordance with the scoring system outlined in this section.

¹ The requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act.

(3) "U. S. Grade D" or "Substandard" is the quality of frozen raspberries that fail to meet the requirements of "U. S. Grade B" or "U. S. Choice."

(c) *Grades of frozen raspberries for manufacturing.* (1) "U. S. Grade A for Manufacturing" or "U. S. Fancy for Manufacturing" is the quality of frozen raspberries that possess similar varietal characteristics; that possess a bright, practically uniform, typical color; that are practically free from defects for the purposes of manufacturing; that possess a good character for the purposes of manufacturing; and that possess a normal flavor and odor.

(2) "U. S. Grade B for Manufacturing" or "U. S. Choice for Manufacturing" is the quality of frozen raspberries that possess similar varietal characteristics; that possess a reasonably bright, reasonably uniform, typical color; that are reasonably free from defects for the purposes of manufacturing; that possess a reasonably good character for the purposes of manufacturing; and that possess a normal flavor and odor.

(3) "U. S. Grade D for Manufacturing" or "Substandard for Manufacturing" is the quality of frozen raspberries that fail to meet the requirements of "U. S. Grade B for Manufacturing" or "U. S. Choice for Manufacturing."

(d) *Ascertaining the score and grade for frozen raspberries (not for manufacturing)* (1) The grade of frozen raspberries is determined immediately after thawing to the extent that the units may be separated easily. The score and grade of frozen raspberries may be ascertained by considering, in addition to the requirements of the respective grade, the following factors: Color, absence of defects, and character.

(2) The relative importance of each factor has been expressed numerically on the scale of 100. The maximum number of points that may be given for each factor is:

	Points
(1) Color.....	40
(II) Absence of defects.....	40
(III) Character.....	20
Total score.....	100

(3) "Normal flavor and odor" means that the raspberries are free from objectionable flavors, off flavors, and objectionable odors of any kind.

(e) *Ascertaining the score of each factor for frozen raspberries (not for manufacturing).* The essential variations within each factor are so described that the value may be ascertained for each factor and expressed numerically. The numerical range within each factor is inclusive (for example, "34 to 40 points" means 34, 35, 36, 37, 38, 39, or 40 points).

(1) *Color.* (i) Frozen raspberries that possess a bright, practically uniform, typical color may be given a score of 34 to 40 points. "Bright, practically uniform, typical color" means that the raspberries possess a bright and good characteristic color; that not more than 5 percent, by weight, of the raspberries vary markedly from the intensity and luster of the characteristic color of well-ripened raspberries; and that none of the raspberries possess a grey cast or darkening characteristic of oxidation or over-maturity.

(ii) If the frozen raspberries possess a reasonably bright, reasonably uniform, typical color, a score of 28 to 33 points may be given. Frozen raspberries that fall into this classification shall not be graded above U. S. Grade B or U. S. Choice, regardless of the total score for the product (this is a limiting rule). "Reasonably bright, reasonably uniform, typical color" means that the raspberries possess a reasonably bright, reasonably good characteristic color; that not more than 10 percent, by weight, of the raspberries vary markedly from the intensity and luster of the characteristic color of well-ripened raspberries; and that the raspberries may possess a slight grey cast or slight darkening characteristic of oxidation or over-maturity.

(iii) Frozen raspberries that are definitely dull or off-color or that fail to meet the requirements of subdivision (ii) of this subparagraph, may be given a score of 0 to 27 points and shall not be graded above U. S. Grade D or Substandard, regardless of the total score for the product (this is a limiting rule).

(iv) The evaluation of the score points for the factor of color may be determined from Table No. I of this section which indicates the score range in the respective grades and the maximum allowances for frozen raspberries that vary markedly from the intensity and luster of the characteristic color of well-ripened raspberries.

TABLE No. I

Grade	Score points	Typical color	Marked variation from color of well-ripened raspberries
U. S. Grade A or U. S. Fancy.....	40 39 38 37 36 35 34 33 32 31 30 29 28 27 or less	Bright, good characteristic color; none may possess a grey cast or darkening (oxidation or over-maturity).	Maximum (by weight) (percent) None 1/2 1 2 3 4 5 5 1/2 6 7 8 9 10
U. S. Grade B or U. S. Choice.....	31 30 29 28 27 or less	Reasonably bright, reasonably good; may possess slight grey cast or slight darkening (oxidation or over-maturity).	
U. S. Grade D or Substandard.....	27 or less	More than the allowances permitted for 23 points.	

(2) *Absence of defects.* The factor of absence of defects refers to the degree of freedom from harmless extraneous material, caps and portions thereof, sepal-like bracts and portions thereof, stems, undeveloped raspberries, and damaged raspberries.

(i) "Harmless extraneous material" means vegetable substances such as weeds, grass, and leaves and any portions thereof that are harmless.

(ii) A "cap" means a loose or attached full cap or a portion of a cap to which at least one sepal-like bract or portion thereof is attached. A "stem" that is attached to the cap is considered a separate defect.

(iii) A "stem" means a stem, either loose or attached, that is longer than $\frac{1}{4}$ inch.

(iv) An "undeveloped raspberry" means a raspberry or a portion of a raspberry that is shriveled or in which more than one-fourth of the raspberry possesses hard or undeveloped drupelets or that possesses deformed areas which materially affect either the appearance or the edibility of the product.

(v) A "damaged raspberry" means a raspberry or a portion of a raspberry that is damaged by bruises or by pathological, insect, or other injury or is damaged by other means which materially affect either the appearance or the edibility of the product. "Damage" includes any surface blemish or blemishes on a raspberry which in the aggregate exceed that of a circle $\frac{1}{4}$ inch in diameter or any noticeable blemish, regardless of area, that extends into the fruit tissue. Minute, insignificant injuries are not considered as damage.

(vi) "Area" means the aggregate surface covered by the material stated when such material or portions thereof are placed in a contiguous position with no intervening spaces.

(vii) Frozen raspberries that are practically free from defects may be given a score of 34 to 40 points. "Practically free from defects" means that there may be present for each 16 ounces of net weight an area of not more than $\frac{1}{4}$ square inch comprising harmless extraneous material (such as leaves and portions thereof) caps and portions thereof, and loose sepal-like bracts and portions thereof; and not more than 2 stems, including not more than 1 stem which may exceed $\frac{1}{2}$ inch in length, or 1 piece of harmless extraneous material that is not measurable by area (such as weeds and blades of grass) and that there may be present not more than a total of 5 percent, by weight, of raspberries that are undeveloped raspberries and damaged raspberries.

(viii) If the frozen raspberries are reasonably free from defects, a score of 28 to 33 points may be given. Frozen raspberries that fall into this classification shall not be graded above U. S. Grade B or U. S. Choice, regardless of the total score for the product (this is a limiting

rule) "Reasonably free from defects" means that there may be present for each 16 ounces of net weight an area of not more than $\frac{1}{2}$ square inch comprising harmless extraneous material (such as leaves and portions thereof) caps and portions thereof, and loose sepal-like bracts and portions thereof; and not more than 4 stems, including not more than 1 stem which may exceed $\frac{1}{2}$ inch in length, or 1 piece of harmless extraneous material that is not measurable by area (such as weeds and blades of grass) and that there may be present not more than a total of 10 percent, by weight, of

raspberries that may be undeveloped raspberries and damaged raspberries.

(ix) Frozen raspberries that fail to meet the requirements of subdivision (viii) of this subparagraph may be given a score of 0 to 27 points and shall not be graded above U. S. Grade D or Substandard, regardless of the total score for the product (this is a limiting rule)

(x) The evaluation of the score points for the factor of absence of defects may be determined from Table No. II in this section which indicates the maximum allowance for each class of defects for the score indicated.

TABLE NO. II—ALLOWANCE FOR DEFECTS

Grade	Score points	Harmless extraneous material (leaves, etc.), caps, sepal-like bracts and portions thereof	Harmless extraneous material (weeds, grass) and stems (including stems over $\frac{1}{2}$ inch)	Undeveloped and damaged raspberries
Maximum				
Per 16 ounces of net weight				By weight
		Stems		
		Total	Over $\frac{1}{2}$ "	Harmless material
				Percent
U. S. Grade A or U. S. Fancy.	40	None	None	None
	39	$\frac{1}{8}$ square inch	None	None
	38	$\frac{1}{8}$ square inch	None	None
	37	$\frac{1}{8}$ square inch	None	None
	36	$\frac{1}{8}$ square inch	None or 1 piece	1
	35	$\frac{1}{8}$ square inch	1 or 1 piece	2
U. S. Grade B or U. S. Choice.	34	$\frac{1}{8}$ square inch	1 or 1 piece	3
	33	$\frac{1}{8}$ square inch	1 or 1 piece	4
	32	$\frac{1}{8}$ square inch	1 or 1 piece	5
	31	$\frac{1}{8}$ square inch	1 or 1 piece	6
	30	$\frac{1}{8}$ square inch	1 or 1 piece	7
	29	$\frac{1}{8}$ square inch	1 or 1 piece	8
U. S. Grade D or Substandard.	28	$\frac{1}{8}$ square inch	1 or 1 piece	9
	27 or less	More than the allowances permitted for 28 points	1 or 1 piece	10

(3) *Character* The factor of character refers to the texture and degree of maturity and degree of disintegration as evidenced by crushed raspberries.

(i) A "crushed" raspberry is a raspberry in which more than 50 percent of the drupelets are crushed, broken, or detached, or if the normal shape of the raspberry is otherwise seriously affected or destroyed.

(ii) Frozen raspberries that possess a good character may be given a score of 17 to 20 points. "Good character" means that the raspberries are mature, well-developed, and practically intact to the extent that not more than 5 percent, by weight, of the raspberries may be slightly immature or slightly over-mature; that the raspberries are fleshy and tender; that the raspberries and accompanying liquor, if any, are practically free from detached seed cells; that not more than 10 percent, by weight, of red raspberries may be crushed; and that not more than 5 percent, by weight, of black raspberries may be crushed.

(iii) If the frozen raspberries have a reasonably good character, a score of 14 to 16 points may be given. Frozen raspberries that fall into this classification shall not be graded above U. S. Grade

B or U. S. Choice, regardless of the total score for the product (this is a limiting rule) "Reasonably good character" means that the raspberries are reasonably mature, reasonably well-developed, and reasonably intact to the extent that not more than 10 percent, by weight, of the raspberries may be slightly immature or slightly over-mature; that the raspberries are reasonably fleshy and reasonably tender; that the raspberries and accompanying liquor, if any, are reasonably free from detached seed cells; that not more than 20 percent, by weight, of red raspberries may be crushed; and that not more than 10 percent, by weight, of black raspberries may be crushed.

(iv) Frozen raspberries that fail to meet the requirements of subdivision (iii) of this subparagraph may be given a score of 0 to 13 points and shall not be graded above U. S. Grade D or Substandard, regardless of the total score for the product (this is a limiting rule)

(v) The evaluation of the score points for the factor of character may be determined from Table No. III of this section which indicates the general requirements for texture and intactness, and the maximum allowances for variation in maturity and for crushed raspberries for the score indicated.

TABLE NO. III—CHARACTER

Grade	Score points	General description of texture and intactness	Slightly immature and slightly overmature	Crushed	
				Red raspberries	Black raspberries
			Maximum (by weight)		
			<i>Percent</i>	<i>Percent</i>	<i>Percent</i>
U. S. Grade A or U. S. Fancy.	20	Mature, well-developed, practically intact, fleshy and tender, practically free from seed cells.	2	4	2
	19		3	6	3
	18		4	8	4
	17		5	10	5
U. S. Grade B or U. S. choice.	16	Reasonably mature, reasonably well-developed, reasonably intact, reasonably fleshy and tender, reasonably free from seed cells.	7	12	9
	15		9	16	12
	14		10	20	15
	13 or less				
U. S. Grade D or Sub-standard.		More than the allowances permitted for 14 score points.			

(f) *Determination of the grades of frozen raspberries for manufacturing.*

(1) The grade of frozen raspberries for manufacturing is determined immediately after thawing a sample to the extent that the units may be separated easily. The grade of frozen raspberries for manufacturing is ascertained by considering the following factors, and for which no scoring system is provided: Color, absence of defects, and character.

(2) "Normal flavor and odor" means that the raspberries are free from objectionable flavors, off flavors, and objectionable odors of any kind.

(g) *Ascertaining the rating of each factor for frozen raspberries for manufacturing.* (See Table No. IV of this section which is a brief summary of requirements for grades of frozen raspberries for manufacturing)

(1) *Color* (i) "U. S. Grade A for Manufacturing" or "U. S. Fancy for Manufacturing" requires that the frozen raspberries shall possess a bright, practically uniform, typical color. "Bright, practically uniform, typical color" means that the raspberries possess a bright and good characteristic color; that not more than 5 percent, by weight, of the raspberries vary markedly from the intensity and luster of the characteristic color of well-ripened raspberries; and that none of the raspberries possess a grey cast or darkening characteristic of oxidation or over-maturity.

(ii) "U. S. Grade B for Manufacturing" or "U. S. Choice for Manufacturing" requires that the frozen raspberries shall possess a reasonably bright, reasonably uniform typical color. "Reasonably bright, reasonably uniform, typical color" means that the raspberries possess a reasonably bright, reasonably good characteristic color; that not more than 10 percent, by weight, of the raspberries vary markedly from the intensity and luster of the characteristic color of well-ripened raspberries; and that the raspberries may possess a slight grey cast or slight darkening characteristic of oxidation or over-maturity.

(iii) Frozen raspberries for manufacturing that fail to meet the requirements of subdivision (ii) of this subparagraph for the factor of color shall be considered U. S. Grade D for Manufacturing or Substandard for Manufacturing.

(2) *Absence of defects.* The factor of absence of defects refers to the degree

of freedom from harmless extraneous material, caps and portions thereof, sepal-like bracts and portions thereof, stems, undeveloped raspberries, and damaged raspberries.

(i) "Harmless extraneous material" means vegetable substances such as weeds, grass, and leaves and any portions thereof that are harmless.

(ii) A "cap" means a loose or attached full cap or a portion of a cap to which at least one sepal-like bract or portion thereof is attached. A "stem" that is attached to the cap is considered a separate defect.

(iii) A "stem" means a stem, either loose or attached, that is longer than $\frac{1}{4}$ inch.

(iv) An "undeveloped raspberry" means a raspberry or a portion of a raspberry that is shriveled or in which more than one-fourth of the raspberry possesses hard undeveloped drupelets or that possesses deformed areas which materially affect either the appearance or the edibility of the product.

(v) A "damaged raspberry" means a raspberry or a portion of a raspberry that is damaged by bruises or pathological, insect, or other injury or is damaged by other means which materially affect either the appearance or the edibility of the product. "Damage" includes any surface blemish or blemishes on a raspberry which in the aggregate exceed that of a circle $\frac{1}{4}$ inch in diameter or any noticeable blemish, regardless of area, that extends into the fruit tissue. Minute, insignificant injuries are not considered as damage.

(vi) "Area" means the aggregate surface covered by the material stated when such material or portions thereof are placed in a contiguous position with no intervening spaces.

(vii) "U. S. Grade A for Manufacturing" or "U. S. Fancy for Manufacturing" requires that the frozen raspberries shall be practically free from defects for the purposes of manufacturing. "Practically free from defects for the purposes of manufacturing" means that there may be present for each 16 ounces of net weight an area of not more than $\frac{1}{4}$ square inch comprising harmless extraneous material (such as leaves and portions thereof), caps and portions thereof, and loose sepal-like bracts and portions thereof; and not more than 2 stems, including not more than 1 stem

which may exceed $\frac{1}{2}$ inch in length, or 1 piece of harmless extraneous material that is not measurable by area (such as weeds and blades of grass) and that there may be present not more than a total of 10 percent, by weight, of raspberries that are undeveloped raspberries and damaged raspberries.

(viii) "U. S. Grade B for Manufacturing" or "U. S. Choice for Manufacturing" requires that the frozen raspberries shall be reasonably free from defects for the purposes of manufacturing. "Reasonably free from defects for the purposes of manufacturing" means that there may be present for each 16 ounces of net weight an area of not more than $\frac{1}{2}$ square inch comprising harmless extraneous material (such as leaves and portions thereof) caps and portions thereof, and loose sepal-like bracts and portions thereof; and not more than 4 stems, including not more than 1 stem which may exceed $\frac{1}{2}$ inch in length, or 1 piece of harmless extraneous material that is not measurable by area (such as weeds and blades of grass) and that there may be present not more than a total of 20 percent, by weight, of raspberries that are undeveloped raspberries and damaged raspberries.

(ix) Frozen raspberries for manufacturing that fail to meet the requirements of subdivision (viii) of this paragraph for the factor of absence of defects shall be considered U. S. Grade D for Manufacturing or Substandard for Manufacturing.

(3) *Character.* The factor of character refers to the texture and degree of maturity and degree of disintegration as evidenced by crushed raspberries.

(i) A "crushed" raspberry is a raspberry in which more than 50 percent of the drupelets are crushed, broken, or detached, or if the normal shape of the raspberry is otherwise seriously affected or destroyed.

(ii) "U. S. Grade A for Manufacturing" or "U. S. Fancy for Manufacturing" requires that the frozen raspberries shall possess a good character for the purposes of manufacturing. "Good character for the purposes of manufacturing" means that the raspberries are reasonably mature, reasonably well-developed, and reasonably intact to the extent that not more than 10 percent, by weight, of the raspberries may be slightly immature or slightly over-mature; that the raspberries are reasonably fleshy and reasonably tender; that the raspberries and accompanying liquor, if any, are reasonably free from detached seed cells; and that not more than 25 percent, by weight, of the raspberries may be crushed.

(iii) "U. S. Grade B for Manufacturing" or "U. S. Choice for Manufacturing" requires that the frozen raspberries shall possess a reasonably good character for the purposes of manufacturing. "Reasonably good character for the purposes of manufacturing" means that the raspberries are fairly mature, fairly well-developed, and fairly intact to the extent that not more than 15 percent, by weight, of the raspberries may be slightly imma-

PROPOSED RULE MAKING

ture or slightly over-mature; that the raspberries are fairly fleshy and fairly tender; that the raspberries and accompanying liquor, if any, are fairly free from detached seed cells; that not more than 50 percent, by weight, of the raspberries may be crushed.

(iv) Frozen raspberries that fail to meet the requirements of subdivision (iii) of this subparagraph may be given a score of 0 to 13 points and shall not be graded above U. S. Grade D for Manufacturing or Substandard for Manufacturing.

TABLE NO. IV—BRIEF SUMMARY OF REQUIREMENTS FOR GRADES OF FROZEN RASPBERRIES FOR MANUFACTURING

Grades	Color		
	Typical color	Marked variation from color of well-ripened raspberries	
U. S. Grade A for manufacturing or U. S. Fancy for manufacturing.	Bright, good characteristic color; none may possess a grey cast or darkening (oxidation or overmaturity). Reasonably bright, reasonably good; may possess a slight grey cast or slight darkening (oxidation or overmaturity).	Maximum (by weight) (percent)	5
U. S. Grade B for manufacturing or U. S. Choice for manufacturing.			10
Grades	Absence of defects		
	Harmless extraneous material (leaves, etc.), caps, sepal-like bracts and portions thereof	Harmless extraneous material (weeds, grass) and stems (including stems over ½ inch)	Undeveloped and damaged raspberries
	Maximum		
	Per 16 ounces of net weight		By weight
U. S. Grade A for manufacturing or U. S. Fancy for manufacturing.	¼ square inch	2 stems, including 1 stem that may exceed ½ inch, or 1 piece harmless material.	Percent 10
U. S. Grade B for manufacturing or U. S. Choice for manufacturing.	½ square inch	4 stems, including 1 stem that may exceed ½ inch, or 1 piece harmless material.	20
Grades	Character		
	General description of texture and intactness	Slightly immature and slightly over-mature	Crushed raspberries
		Maximum (by weight) (percent)	
U. S. Grade A for manufacturing or U. S. Fancy for manufacturing.	Good character for purposes of manufacturing: reasonably mature, reasonably well-developed, reasonably intact, reasonably fleshy and reasonably tender, reasonably free from seed cells.	10	25
U. S. Grade B for manufacturing or U. S. Choice for manufacturing.	Reasonably good character for purposes of manufacturing: fairly mature, fairly well-developed, fairly intact, fairly fleshy and fairly tender, fairly free from seed cells.	15	50

(h) *Tolerances for certification of officially drawn samples.* (1) When certifying samples that have been officially drawn and which represent a specific lot of frozen raspberries, the grade for such lot will be determined by averaging the total scores of all containers comprising the sample, if:

(i) Not more than one-sixth of such containers fails to meet all the requirements of the grade indicated by the

average of such total scores, and, with respect to such containers which fail to meet the requirements of the indicated grade by reason of a limiting rule, the average score of all containers in the sample for the factor, subject to such limiting rule, must be within the range for the grade indicated;

(ii) None of the containers comprising the sample fails more than 4 points below the minimum score for the grade

indicated by the average of the total scores; and

(iii) All containers comprising the sample meet all applicable standards of quality promulgated under the Federal Food, Drug, and Cosmetic Act and in effect at the time of the aforesaid certification.

(i) *Score sheet for frozen raspberries (not for manufacturing)*

Size and kind of container.....	
Container mark or identification.....	
Label (Style of Pack: Ratio of fruit to sugar, etc., if shown).....	
Factors	Score points	
I. Color.....	40	(A) 34-40 (B) ¹ 23-33 (D) ¹ 0-27
II. Absence of defects.....	40	(A) 34-40 (B) ¹ 23-33 (D) ¹ 0-27
III. Character.....	20	(A) 17-20 (B) ¹ 14-16 (D) ¹ 0-13
Total score.....	100
Normal flavor and odor.....		
Grade.....		

¹ Indicates limiting rule.

(j) *Work sheet for frozen raspberries for manufacturing.*

Size and kind of container.....		
Container mark or identification.....		
Label (Style of Pack: Ratio of fruit to sugar, etc., if shown).....		
	Net weight	
Color.....	(A) Bright, practically uniform, typical color. (B) Reasonably bright, reasonably uniform, typical color. (D) Fails to meet requirements for (B).	
Defects.....	(A) Practically free from defects for the purposes of manufacturing. (B) Reasonably free from defects for the purposes of manufacturing. (D) Fails to meet requirements for (B).	
Character.....	(A) Good character for the purposes of manufacturing. (B) Reasonably good character for the purposes of manufacturing. (D) Fails to meet requirements for (B).	
Normal flavor and odor.....		
U. S. Grade for Manufacturing.....		

Issued at Washington, D. C., May 26, 1948.

[SEAL] S. R. NEWELL,
Acting Assistant Administrator,
Production and Marketing
Administration.

[F. R. Doc. 48-4820; Filed, May 28, 1948; 8:51 a. m.]

NOTICES

DEPARTMENT OF THE TREASURY

Bureau of Customs

(T. D. 51927)

CERTAIN PLACES IN BRITISH COLUMBIA

"NO CONSUL" LIST

MAY 25, 1948.

In accordance with a recommendation from the Department of State, Osyoos, Oliver, Penticton, Naramata, Peachland, Westbank, Kelowna, Rutland, Vernon and Kamloops, British Columbia, are hereby added to the "No consul" list (1947) T. D. 51797, as amended.

Consular invoices covering merchandise from the above-mentioned places will be accepted if certified under the provisions of section 482 (f) Tariff Act of 1930.

[SEAL]

W. R. JOHNSON,
Deputy Commissioner[F. R. Doc. 48-4826; Filed, May 28, 1948;
8:51 a. m.]

DEPARTMENT OF COMMERCE

Office of the Secretary

PROPOSED VOLUNTARY PLAN FOR ALLOCATION OF PIG IRON FOR CERTAIN INDUSTRIES REQUIRING CAST IRON FOR MANUFACTURE OF PRODUCTS FOR RESIDENTIAL HOUSING

NOTICE OF PUBLIC HEARING

In order to carry out the requirements of Executive Order 9919 (13 F. R. 59) and acting under the authority vested in me by said Executive order,

Notice is hereby given that a public hearing will be held on Friday, the 11th day of June 1948, at 10:00 a. m., d. s. t., in the Auditorium on the street floor of the Department of Commerce Building, 14th Street, between E Street and Constitution Avenue, in the City of Washington, D. C., for the purpose of affording to industry, labor and the public generally an opportunity to present their views with respect to the proposed voluntary plan, under Public Law 395, 80th Congress, for the allocation of pig iron for certain industries requiring cast iron for the manufacture of products for residential housing, of which plan a draft is set forth in Appendix A hereto (subject to further revisions at and subsequent to the public hearing)

The proposed plan has been formulated after consulting with representatives of the various industries involved.

Any person desiring to participate in said public hearing should file a written notice of appearance with the Director of the Office of Industry Cooperation, Room 5847, Department of Commerce Building, Washington 25, D. C., not later than 5 p. m., d. s. t., on Monday, the 7th day of June 1948. Persons desiring to present written statements or memoranda should submit them at the hearing.

[SEAL]

CHARLES SAWYER,
Secretary of Commerce.

APPENDIX A

Proposed voluntary plan for allocation of pig iron for certain industries requiring cast iron for the manufacture of products for residential housing.

1. The pig iron producers participating herein will, during the period beginning July 1, 1948 and ending February 23, 1949, severally make pig iron available or will cause pig iron to be made available (out of the production of their own furnaces or the furnaces of their subsidiaries or affiliates) to manufacturers, hereinafter called the manufacturers, of cast iron pressure pipe and/or fittings, cast iron soil pipe and/or fittings, cast iron radiation, cast iron boilers, cast iron castings for warm air furnaces, cast iron plumbing drainage products, cast iron castings for low water cut-offs and boiler feeders, cast iron castings for circulating pumps and built in water heaters, cast iron relief and reducing valves, gray and malleable iron screwed fittings and recess drains and iron body valves in sufficient quantities to provide for the manufacture of such afore-mentioned products as may be necessary, (1) in the construction of new residential housing at the rate of 1,030,000 units during the calendar year 1948 and at the same annual rate of new housing construction during the first two months of 1949, and (2) for the essential maintenance and repair of existing residential housing units, in accordance with the provisions of paragraph 2 hereof.

2. (a) The quantities of such pig iron to be made available by the several pig iron producers shall, except as may be otherwise specified in any such pig iron producers acceptance hereof, be such as the Secretary of Commerce (after consultation with the Pig Iron Producers Advisory Task Committee of the Office of Industry Cooperation of the Department of Commerce) determines to be fair and equitable in order to accomplish, as nearly as may be, the supply of pig iron on an average monthly basis, necessary to fulfill the purposes of this plan.

Each pig iron producer participating herein will, however, upon request of the Secretary of Commerce, give consideration to making such pig iron available for the purposes of this plan in amounts additional to the amounts provided for in its acceptance of this plan.

(b) Such pig iron will be made available under such contractual arrangements as may be made by the respective pig iron producers or their subsidiaries and affiliates with the respective manufacturers, and no request or authorization will be made by the Department of Commerce relating to the allocation of orders or customers or to the delivery of pig iron, or to the allocation of business among such manufacturers, nor will any request or authorization be made to such pig iron producers for any limitation or restriction on the production or marketing of any such pig iron. Nothing herein contained shall be construed as authorizing or approving any fixing of prices, and the participation herein of any pig iron producer shall not affect the prices or terms and conditions on which any such pig iron as is made available is actually sold and delivered.

(c) The quantities of pig iron which each pig iron producer will make available or cause to be made available, in any month, may be reduced, or at its option the delivery thereof may be postponed, in direct proportion to any production losses which it or its subsidiaries or affiliates shall sustain during any such month due to causes beyond its or their control.

(d) Each pig iron producer will, if requested by the Office of Industry Cooperation of the Department of Commerce (subject to

the approval of the Bureau of the Budget under the Federal Reports Act of 1942) report to the Office of Industry Cooperation the total quantities of pig iron shipped, pursuant to such purchase orders, in any monthly period or periods during the operation of this plan.

3. (a) By participation herein, the several manufacturers shall be obligated to use all pig iron made available hereunder solely to the manufacture of products herein specified suitable for use in the construction, maintenance or repair of residential housing; not to resell or transfer any part thereof (except to such subsidiary or affiliate as may be designated by any such manufacturer for the fabrication of such end products) in the form received by such manufacturers; and not to build up inventory of such pig iron beyond current needs for the purposes hereof. Each purchase order for pig iron to be made available hereunder shall bear the following certification of the manufacturer placing such purchase order:

We hereby certify and agree that the pig iron specified in this order will be used for the production of _____ and that this order is placed under section 3 (a) of the voluntary plan authorized by Public Law 395 for allocation of pig iron for certain industries requiring cast iron for the manufacture of products for residential housing.

(b) The individual manufacturers participating herein will submit to the Secretary of Commerce monthly schedules and reports (subject to the approval of the Bureau of the Budget under the Federal Reports Act of 1942) on forms furnished by the Secretary of Commerce showing by plants (1) the quantity of their respective end products scheduled for production during the succeeding month under the program, (2) the net tonnage of castings required for the manufacture of such end products during the succeeding month, (3) the net tonnage of pig iron necessary to produce said castings, (4) the total quantities of pig iron received from all sources, (5) the quantity and types of products manufactured during the preceding month, and (6) other relevant information. After receiving such monthly schedules and reports the Secretary of Commerce, with the advice of the Task Committee representing the aforementioned industries, will relate such estimated requirements to the over-all program. The quantities of pig iron to be made available under the program to each individual manufacturer will be determined by the Secretary of Commerce after consultation with such Task Committees.

4. After approval hereof by the Attorney General and by the Secretary of Commerce, and after requests for compliance herewith shall have been made of pig iron producers and manufacturers by the Secretary of Commerce, any such pig iron producer or manufacturer may become a participant herein by advising the Secretary of Commerce, in writing, of its acceptance of such request. Such requests for compliance will be effective for the purpose of granting certain immunity from the anti-trust laws and the Federal Trade Commission Act, as provided in section 2 (c) of Public Law 395, only with respect to such pig iron producers and manufacturers as notify the Secretary of Commerce in writing that they will comply with such requests.

5. This plan shall become effective upon the date of its final approval by the Secretary of Commerce and shall cease to be effective at the close of business on February 23, 1949, or at such earlier time as may be determined by the Secretary of Commerce.

6. Any such pig iron producer or manufacturer may withdraw from this plan by giving not less than sixty days' written notice of its intention so to do to the Secretary of Commerce.

[F. R. Doc. 48-4874; Filed, May 28, 1948; 9:09 a. m.]

CIVIL AERONAUTICS BOARD

[Docket No. SA-170]

ACCIDENT OCCURRING AT SOMERSET, PA.

NOTICE OF HEARING

In the matter of investigation of accident involving aircraft of United States Registry, NC-22077, which occurred at Somerset, Pennsylvania, March 20, 1948.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly section 702 of said act, in the above-entitled proceeding that hearing is hereby assigned to be held on Wednesday, June 2, 1948, at 9:00 a. m. (local time) in the Conference Room, Administration Building, Theodore F. Green Airport, Hills Grove, Rhode Island.

Dated at Washington, D. C., May 24, 1948.

[SEAL] ROLLIN P. DICKERSON,
Presiding Officer

[F. R. Doc. 48-4812; Filed, May 28, 1948; 8:48 a. m.]

FEDERAL POWER COMMISSION

[Docket No. E-6145]

NEW ENGLAND POWER CO. ET AL

NOTICE OF APPLICATION

MAY 25, 1948.

In the matter of New England Power Company, Bellows Falls Hydro-Electric Corporation and Connecticut River Power Company. Docket No. 6145.

Notice is hereby given that on May 25, 1948, a joint application was filed with the Federal Power Commission, pursuant to section 203 of the Federal Power Act, by New England Power Company, (hereinafter called New England) a corporation organized under the laws of the State of Massachusetts and doing business in the States of Massachusetts and Vermont with its principal business office at Boston, Massachusetts, Bellows Falls Hydro-Electric Corporation, (hereinafter called Bellows Falls) a corporation organized under the laws of the States of Vermont and New Hampshire and doing business in said States with its principal business office at Bellows Falls, Vermont, and Connecticut River Power Company, (hereinafter called Connecticut) a corporation organized under the laws of the State of New Hampshire and doing business in the States of Vermont and New Hampshire with its principal business office at Littleton, New Hampshire, seeking an order authorizing the purchase by New England of all the properties of Bellows Falls and the purchase by New England of that portion of the Bellows Falls-Pratts Junction transmission line owned by Connecticut. The purchase price for the Bellows Falls' properties is stated in

the application to be \$8,803,745.21 subject to certain adjustments and the purchase price for Connecticut's transmission line is stated in the application to be \$533,960.05 subject to certain adjustments; all as more fully appears in the application on file with the Commission.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 14th day of June, 1948, file with the Federal Power Commission, Washington 25, D. C., a petition or protest in accordance with the Commission's rules of practice and procedure.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 48-4811; Filed, May 28, 1948; 8:48 a. m.]

[Docket No. G-681]

UNITED GAS PIPE LINE CO.

ORDER FIXING DATE OF HEARING

Upon consideration of the application filed November 20, 1945, and amendments thereto filed on November 28, 1945, and December 19, 1947, respectively, by United Gas Pipe Line Company (Applicant) a Delaware corporation with its principal place of business in Shreveport, Louisiana, for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, authorizing the construction and operation of certain natural-gas facilities subject to the jurisdiction of the Commission, near Biloxi, Harrison County, Mississippi, as fully described in such application and amendments thereto, on file with the Commission, and open to public inspection;

It appearing to the Commission that:

(1) Temporary authorization to construct and operate the requested facilities was granted by the Commission on December 5, 1945;

(2) This proceeding is a proper one for disposition under the provisions of Rule 32 (b) (18 CFR 1.32 (b)) of the Commission's rules of practice and procedure, Applicant having requested that its application be heard under the shortened procedure provided by the aforesaid rule for non-contested proceedings, and no request to be heard, protest or petition having been filed subsequent to the giving of due notice of the filing of the application, including publication in the FEDERAL REGISTER on December 1, 1945 (10 F. R. 14676)

The Commission, therefore, orders that:

(A) Pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, as amended, and the Commission's rules of practice and procedure, a hearing be held on June 17, 1948, at 9:45 a. m. (e. d. s. t.), in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue, NW., Washington, D. C., concerning the matters involved and the issues presented by such application and amendments there-

to; *Provided, however*, That the Commission may, after a non-contested hearing, forthwith dispose of the proceeding pursuant to the provisions of Rule 32 (b) of the Commission's rules of practice and procedure.

(B) Interested State commissions may participate as provided by Rules 8 and 37 (f) (18 CFR 1.8 and 1.37 (f)) of the said rules of practice and procedure.

Date of issuance: May 25, 1948.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 48-4804; Filed, May 28, 1948; 8:46 a. m.]

[Docket No. G-1018]

KANSAS-COLORADO UTILITIES, INC.

ORDER FIXING DATE OF HEARING

Upon consideration of the application filed March 17, 1948, as supplemented on May 3, 1948, by Kansas-Colorado Utilities, Inc. (Applicant) a Kansas corporation with its principal place of business at Lamar, Colorado, for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, authorizing the construction and operation of certain natural-gas facilities, subject to the jurisdiction of the Commission, as fully described in such application and supplement thereto on file with the Commission and open to public inspection;

It appears to the Commission that: This proceeding is a proper one for disposition under the provisions of § 1.32 (b) (18 CFR 1.32 (b)) of the Commission's rules of practice and procedure, Applicant having requested that its application be heard under the shortened procedure provided by the aforesaid rule for non-contested proceedings, and no request to be heard, protests or petition having been filed subsequent to the giving of due notice of the filing of the application, including publication in the FEDERAL REGISTER on April 2, 1948 (13 F. R. 1818)

The Commission, therefore, orders that:

(A) Pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, as amended, and the Commission's rules of practice and procedure, a hearing be held on June 10, 1948, at 9:30 a. m. (e. d. s. t.), in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue NW., Washington, D. C., concerning the matters involved and the issues presented by such application; *Provided, however*, That the Commission may, after a non-contested hearing, forthwith dispose of the proceeding pursuant to the provisions of § 1.32 (b) of the Commission's rules of practice and procedure.

(B) Interested State commissions may participate as provided by §§ 1.8 and 1.37 (f) (18 CFR 1.8 and 1.37 (f)) of the said rules of practice and procedure.

Date of issuance: May 25, 1948.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 48-4805; Filed, May 28, 1948;
8:46 a. m.]

FEDERAL TRADE COMMISSION

[Docket No. 5464]

FOLEY & CO. AND LAUSEN & SALOMON

ORDER APPOINTING TRIAL EXAMINER AND FIX-
ING TIME AND PLACE FOR TAKING TESTI-
MONY

At a regular session of the Federal Trade Commission, held at its office in the city of Washington, D. C., on the 21st day of May A. D. 1948.

In the matter of Foley & Company, a corporation, and A. M. Salomon, an individual doing business as Lausen & Salomon.

This matter being at issue and ready for the taking of testimony and the receipt of evidence, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Randolph Preston, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony and the receipt of evidence begin on Thursday, June 10, 1948, at nine o'clock in the forenoon of that day (central standard time) in Room 1103, New Post Office Building, Chicago, Illinois.

Upon the completion of the taking of testimony and the receipt of evidence in support of the allegations of the complaint, the Trial Examiner is directed to proceed immediately to take testimony and receive evidence on behalf of the respondents. The Trial Examiner will then close the taking of testimony and evidence and, after all intervening procedure as required by law, will close the case and make and serve on the parties at issue a recommended decision which shall include recommended findings and conclusions, as well as the reasons or basis therefor, upon all the material issues of fact, law, or discretion presented on the record, and an appropriate recommended order; all of which shall become a part of the record in said proceeding.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 48-4802; Filed, May 28, 1948;
8:46 a. m.]

[Docket No. 5505]

RADIO KITS, INC., ET AL.

ORDER APPOINTING TRIAL EXAMINER AND FIX-
ING TIME AND PLACE FOR TAKING TESTI-
MONY

At a regular session of the Federal Trade Commission, held at its office in

the city of Washington, D. C., on the 20th day of May A. D. 1948.

In the matter of Radio Kits, Inc., a corporation; Harold Becker, individually and as an officer of Radio Kits, Inc., and formerly trading as Radio Kits Company; Irving Becker and Abraham Becker individually and as officers of Radio Kits, Inc.

This matter being at issue and ready for the taking of testimony and the receipt of evidence, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Henry P. Alden, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law.

It is further ordered, That the taking of testimony and the receipt of evidence begin on Wednesday, June 2, 1948, at ten o'clock in the forenoon of that day (eastern daylight saving time) in Room 500, 45 Broadway, New York, New York.

Upon completion of the taking of testimony and receipt of evidence in support of the allegations of the complaint, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondents. The Trial Examiner will then close the taking of testimony and evidence and, after all intervening procedure as required by law, will close the case and make and serve on the parties at issue a recommended decision which shall include recommended findings and conclusions, as well as the reasons or basis therefor, upon all the material issues of fact, law, or discretion presented on the record, and an appropriate recommended order; all of which shall become a part of the record in said proceeding.

By the Commission

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 48-4803; Filed, May 28, 1948;
8:46 a. m.]

INTERSTATE COMMERCE COMMISSION

[S. O. 790, Special Directive 30A]

BALTIMORE AND OHIO RAILROAD CO.

DIRECTIVE TO VACATE ORDER TO FURNISH
CARS FOR RAILROAD COAL SUPPLY

Upon further consideration of the provisions of Service Order No. 790 (12 F. R. 7791) and good cause appearing therefor:

It is ordered, That Special Directive No. 30 under Service Order No. 790, be, and it is hereby vacated effective 12:01 a. m., May 26, 1948.

A copy of this special directive shall be served upon The Baltimore and Ohio Railroad Company and notice of this directive shall be given the public by depositing a copy in the office of the Secretary of the Commission, Washington, D. C., and by filing it with the Director of the Division of the Federal Register.

Issued at Washington, D. C., this 25th day of May A. D. 1948.

INTERSTATE COMMERCE
COMMISSION,
HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 48-4803; Filed, May 28, 1948;
8:47 a. m.]

[S. O. 790, Corr. Special Directive 59A]

MONONGAHELA RAILWAY CO.

DIRECTIVE TO VACATE ORDER TO FURNISH
CARS FOR RAILROAD COAL SUPPLY

Upon further consideration of the provisions of Service Order No. 790 (12 F. R. 7791) and good cause appearing therefor:

It is ordered, That Special Directive No. 59 under Service Order No. 790, be, and it is hereby vacated effective 12:01 a. m., May 22, 1948.

A copy of this special directive shall be served upon The Monongahela Railway Company and notice of this directive shall be given the public by depositing a copy in the office of the Secretary of the Commission, Washington, D. C., and by filing it with the Director of the Division of the Federal Register.

Issued at Washington, D. C., this 21st day of May A. D. 1948.

INTERSTATE COMMERCE
COMMISSION,
HOMER C. KING,
Director,
Bureau of Service.

[F. R. Doc. 48-4810; Filed, May 23, 1948;
8:48 a. m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 70-1834]

ATTLEBORO STEAM AND ELECTRIC CO.

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission held at its office in the city of Washington, D. C., on the 24th day of May A. D. 1948.

In the matter of Attleboro Steam and Electric Company, Norton Power & Electric Company and New England Electric System; File No. 70-1834.

Notice is hereby given that a joint application-declaration has been filed with this Commission, pursuant to the Public Utility Holding Company Act of 1935, by New England Electric System ("NEES"), a registered holding company, and its subsidiary companies, Attleboro Steam and Electric Company ("Attleboro") and Norton Power & Electric Company ("Norton"). Applicants-declarants have designated sections 6 (b), 10 and 12 (f) of the act as applicable to the proposed transaction.

Notice is further given that any interested person may, not later than June 8, 1948 at 5:30 p. m., e. d. s. t., request the

Commission in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request and the issues, if any, of fact or law raised by said joint application-declaration proposed to be controverted or may request that he be notified if the Commission should order a hearing thereon. At any time after June 8, 1948, such joint application-declaration, as filed or as amended, may be granted and permitted to become effective as provided in Rule U-23 of the rules and regulations promulgated pursuant to said act, or the Commission may exempt such transactions as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, 425 Second Street NW., Washington 25, D. C.

All interested persons are referred to said joint application-declaration which is on file in the office of this Commission for a statement of the transactions therein proposed, which are summarized below:

In accordance with an agreement dated March 8, 1948, providing for the merger of Norton with Attleboro, Attleboro proposes to exchange 4,420 shares of capital stock of the par value of \$25 per share and of the aggregate par value of \$110,500 for 1,105 shares of Norton's capital stock of a par value of \$100 per share and of the aggregate par value of \$110,500 now owned by NEES. Both Attleboro and Norton are wholly owned subsidiaries of NEES. In addition to the above mentioned 4,420 shares of capital stock, Attleboro proposes to issue to NEES, 10,000 shares of additional capital stock of the par value of \$25 per share and of the aggregate par value of \$250,000 for a cash consideration of \$45 per share.

Attleboro presently has outstanding bank notes aggregating \$200,000 and is indebted to NEES in the amount of \$210,000. Norton is presently indebted to NEES in the amount of \$40,000 which indebtedness will be assumed by Attleboro upon the consummation of the proposed merger. Attleboro proposes to pay its indebtedness to banks and to NEES and the assumed liability of Norton to NEES with the proceeds to be derived from the sale of said 10,000 shares of additional capital stock.

The application-declaration states that the total expenses to Attleboro, Norton and NEES in connection with the proposed transactions, including services rendered by New England Power Services Company, an affiliated service company, at the actual cost thereof, are estimated at \$2,550, \$1,000, and \$300, respectively. The application-declaration further states that Attleboro will effect savings in interest charges at the annual rate of \$6,800 as a result of the proposed transactions. The Department of Public Utilities of the Commonwealth of Massachusetts has approved the issuance by Attleboro of said 14,420 shares of capital stock of which 10,000 shares are to be issued to NEES at the price of \$45 per share. The application-declaration further states that the Federal Power Commission has jurisdiction over the merger of Attleboro and Norton.

Applicants-declarants request that the Commission issue its order granting the application and permitting the declaration to become effective without a hearing thereon and that the order become effective forthwith upon the issuance thereof.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 48-4806; Filed, May 28, 1948;
8:47 a. m.]

UNITED STATES MARITIME COMMISSION

PACIFIC ARGENTINE BRAZIL LINE, INC.

NOTICE OF POSTPONEMENT OF HEARING

Notice is hereby given that the public hearing upon an application dated April 1, 1948, of Pacific Argentine Brazil Line, Inc., under Title VI of the Merchant Marine Act, 1936, for financial aid in the operation of vessels in the foreign commerce of the United States, on trade route No. 24 (between United States Pacific Coast ports and East Coast of South America) now scheduled to be held before Examiner Robert Furness on June 7, 1948, at 10 o'clock a. m. in Conference Room 59, Federal Office Building, Fulton and Leavenworth Streets, San Francisco, California, pursuant to notice duly published in the FEDERAL REGISTER on May 13, 1948 (13 F. R. 2602) is hereby postponed to June 10, 1948. The said hearing will be held on that day commencing at 10 o'clock a. m. (P. D. S. T.) and at the same place as described herein.

Dated: May 27, 1948, at Washington, D. C.

By the Commission.

[SEAL] A. J. WILLIAMS,
Secretary.

[F. R. Doc. 48-4855; Filed, May 28, 1948;
9:08 a. m.]

SHEPARD STEAMSHIP CO.

NOTICE OF HEARING REGARDING APPLICATION FOR OPERATING-DIFFERENTIAL SUBSIDY

Notice is hereby given that a public hearing will be held in Room 213 Appraiser's Stores, 408 Atlantic Avenue, Boston, Mass., beginning on July 13, 1948, at 10 o'clock a. m., (e. d. s. t.) before Examiner C. W. Robinson, upon an application dated April 19, 1948, of Shepard Steamship Co. under Title VI of the Merchant Marine Act, 1936, for financial aid in the operation of vessels in the foreign commerce of the United States on Service B of Trade Route No. 1 (between United States Atlantic coast ports and East coast ports of South America).

The purpose of the hearing is to receive evidence relevant to determinations which the Commission is required, after hearing, to make pursuant to the provisions of section 605 (c) of the Merchant Marine Act, 1936.

The hearing will be conducted pursuant to the Commission's rules of procedure.

All persons (including individuals, corporations, associations, firms, partnerships, and public bodies) desiring to be heard at such hearing are requested to notify the Commission accordingly, on or before July 1, 1948.

At the conclusion of proceedings in Boston, Mass., the hearing will be adjourned to New York, N. Y., where it will be resumed at 10 o'clock a. m. (e. d. s. t.), on July 20, 1948, in the Directors' Room of the Maritime Association of the Port of New York, 80 Broad Street.

Dated: May 7, 1948, at Washington, D. C.

By the Commission.

[SEAL] A. J. WILLIAMS,
Secretary.

[F. R. Doc. 48-4854; Filed, May 28, 1948;
9:08 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

AUTHORITY: 40 Stat. 411, 55 Stat. 839, Pub. Laws 322, 671, 79th Cong., 60 Stat. 50, 935; 50 U. S. C. and Supp. App. 1, 610, E. O. 9193, July 6, 1942, 3 CFR, Cum. Supp., E. O. 9567, June 8, 1945, 3 CFR, 1945 Supp., E. O. 9788, Oct. 14, 1946, 11 F. R. 11981.

[Vesting Order 11249]

ICHIRO NOZAWA

In re: Stock owned by Ichiro Nozawa. F-39-4469-A-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Ichiro Nozawa, whose last known address is Urada, Terada, Nakane-kawa, Toyamaken, Japan, is a resident of Japan and a national of a designated enemy country (Japan).

2. That the property described as follows: Fifty (50) shares of no par value common stock of Radio Corporation of America, R. C. A. Building, 30 Rockefeller Plaza, New York 20, New York, a corporation organized under the laws of the State of Delaware, evidenced by the certificates listed below, registered in the names of the persons listed below, in the amounts appearing opposite each name as follows:

Registered owner	Certificate No.	Number of shares
E. F. Hutton & Co.	RO 376845	23
Do.	RO 344031	3
Carlisle & Jacquelin.	RO 357871	25

presently in the custody of E. F. Hutton & Co., 623 S. Spring Street, Los Angeles 14, California, together with all declared and unpaid dividends thereon, subject, however, to any and all lawful liens of the aforesaid E. F. Hutton & Company for brokerage, commission, and other usual and customary charges pursuant to an agreement dated August 23, 1933,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evi-

dence of ownership or control by, Ichiro Nozawa, the aforesaid national of a designated enemy country (Japan)

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on May 17, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-4780; Filed, May 27, 1948;
8:53 a. m.]

JANIS ZALCMANIS

NOTICE OF INTENTION TO RETURN VESTED PROPERTY

Pursuant to section 32 (f) of the Trading With the Enemy Act, as amended, notice is hereby given of intention to return, on or after 30 days from the date of the publication hereof, the following property, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant	Claim Nos.	Property and location
Janis Zalcmans, public administrator of the estate of Karlis Jansons, deceased.	4962 5923 5985 3188	One-third share to each of the claimants in and to: (a) Cash in the amount of \$168,641.72 in the Treasury of the United States, being funds formerly in the possession of Joseph G. Kearns and Charles Recht as trustees for the steamship <i>Altara</i> . (b) Cash in the amount of \$23,109.09 in the Treasury of the United States, being funds formerly in the possession of Joseph G. Kearns and Charles Recht as trustees for the steamship <i>Citroina</i> . (c) Claim to refund with respect to Federal income taxes, declared value excess profits tax and excess profits tax, together with penalties and interest thereon, for the taxable years ending Dec. 31, 1941, 1941, and 1942, assessed in the total amount of \$123,452.01, against Joseph G. Kearns and Charles Recht as trustees for the steamship <i>Altara</i> . (d) Claim to refund with respect to Federal income taxes, declared value excess profits tax and excess profits tax, together with penalties and interest thereon, for the taxable years ending Dec. 31, 1941 and 1942, assessed in the total amount of \$174,235.43, against Joseph G. Kearns and Charles Recht as trustees for the steamship <i>Citroina</i> . (e) Cash in the amount of \$49,247.53 in the Treasury of the United States, being funds formerly on deposit in the Irving Trust Co., Woolworth Branch, New York City, in the name of Latvian Shipping Co.

Executed at Washington, D. C., on May 25, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-4830; Filed, May 28, 1948;
8:57 a. m.]

[Vesting Order 11073]

CHRISTIAN VOGEL ET AL.

In re: Stock, debenture, convertible obligations and scrip certificates owned by Christian Vogel and others.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Christian Vogel, Paulina Wolf, Louisa Zeller, Karl Vogel, Wilhelmina Jager, also known as Mina Yager, Friederick Doster, also known as Frieda Doster, Ludwig Lang, Frieda Rapp, Frieda Schilling, Emilie Schilling and

Emma Hohl, each of whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany),

2. That the personal representatives, heirs, next of kin, legatees and distributees of Wilhelmina Kober, deceased, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country (Germany)

3. That the property described as follows:

a. An undivided sixty-one eightieths (61/80) interest in and to three (3) shares of common stock of Associated Gas and Electric Company, a corporation organized under the laws of the State of New York, evidenced by certificate number C051874, registered in the name of Christiane G. Kappler, assignee, and presently in the custody of the Attorney General of the United States in Account Number 28-200,181, together with all declared and unpaid dividends thereon,

b. An undivided sixty-one eightieths (61/80) interest in and to one hundred twenty-nine (129) shares of Class A stock of Associated Gas and Electric Company, a corporation organized under

the laws of the State of New York, evidenced by certificates numbered NY-A34230 for one hundred (100) shares and HO103973 for twenty-nine (29) shares registered in the name of Christiane G. Kappler, assignee, and presently in the custody of the Attorney General of the United States in Account Number 28-200,181 together with all declared and unpaid dividends thereon,

c. An undivided sixty-one eightieths (61/80) interest in and to one (1) Associated Gas and Electric Company 4½% income debenture, due 1978, of \$400 face value and bearing number ERM2932, registered in the name of Christiane G. Kappler, assignee, and presently in the custody of the Attorney General of the United States in Account Number 28-200,181, together with all rights thereunder and thereto.

d. An undivided sixty-one eightieths (61/80) interest in and to one (1) Associated Gas and Electric Company 5% convertible obligation, Series A, of \$4,000 face value and bearing number BX3245, registered in the name of Christiane G. Kappler, assignee, and presently in the custody of the Attorney General of the United States in Account Number 28-200,181, together with all rights thereunder and thereto.

e. An undivided sixty-one eightieths (61/80) interest in and to one (1) Associated Gas and Electric Company 5% convertible obligation, Series A, of \$10,000 face value and bearing number BX3247, registered in the name of Christiane G. Kappler, assignee, and presently in the custody of the Attorney General of the United States in Account Number 28-200,181, together with all rights thereunder and thereto.

f. An undivided sixty-one eightieths (61/80) interest in and to one (1) Associated Gas and Electric Company 6% convertible obligation of \$300 face value and bearing number DT7913, registered in the name of Christiane G. Kappler, assignee, and presently in the custody of the Attorney General of the United States in Account Number 28-200,181, together with all rights thereunder and thereto,

g. An undivided sixty-one eightieths (61/80) interest in and to certain Associated Gas and Electric Company interest bearing scrip certificates described in Exhibit A, attached hereto and by reference made a part hereof, registered in the name of Christiane G. Kappler, assignee, and presently in the custody of the Attorney General of the United States in Account Number 28-200,181, together with all rights thereunder and thereto,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by the persons named in subparagraph 1 hereof and the personal representatives, heirs, next of kin, legatees and distributees of Wilhelmina Kober, deceased, the aforesaid nationals of a designated enemy country (Germany),

and it is hereby determined:

4. That to the extent that the persons named in subparagraph 1 hereof and the personal representatives, heirs, next of kin, legatees and distributees of Wilhelmina Kober, deceased, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on April 9, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

EXHIBIT A

Certificate No.	Face value
DS736	\$300
2DS2285	1,000
3DS2345	1,000
4DS229	100
6DS252	100
8DS239	100

[F. R. Doc. 48-4818; Filed, May 28, 1948;
8:51 a. m.]

[Vesting Order 11171]

ELISABETH M. ERNY

In re: Stock, bonds and bank account owned by Elisabeth M. Erny. F-28-526-A-1/2, F-28-526-D-1, F-28-526-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Execu-

tive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Elisabeth M. Erny, whose last known address is Werderstrasse 24II (17a), Heidelberg-Baden, Germany, is a resident of Germany and a national of a designated enemy country (Germany)

2. That the property described as follows:

a. Those certain shares of stock described in Exhibit A, attached hereto and by reference made a part hereof, presently in the custody of Carl J. Willenborg, Jr., 1232 Garden Street, Hoboken, New Jersey, together with all declared and unpaid dividends thereon,

b. Those certain shares of stock described in Exhibit B, attached hereto and by reference made a part hereof, registered in the name of Elisabeth M. Erny and presently in the custody of Hudson Trust Company, 51 Newark Street, Hoboken, New Jersey, together with all declared and unpaid dividends thereon,

c. Those certain shares of stock described in Exhibit C, attached hereto and by reference made a part hereof, registered in the name of Elisabeth M. Erny and presently in the custody of Hudson Trust Company, 51 Newark Street, Hoboken, New Jersey, together with all declared and unpaid dividends thereon, subject, however, to any and all lawful liens in favor of said Hudson Trust Company arising out of the hypothecation of said shares of stock by Elisabeth M. Erny as collateral security for her indebtedness to said Hudson Trust Company,

d. Those certain shares of stock described in Exhibit D, attached hereto and by reference made a part hereof, registered in the name of Elisabeth M. Erny and presently in the custody of Hudson Trust Company, 51 Newark Street, Hoboken, New Jersey, together with all declared and unpaid dividends thereon, subject, however, to any and all lawful liens in favor of said Hudson Trust Company arising out of the hypothecation of said shares of stock by Elisabeth M. Erny as collateral security for indebtedness of Carl J. Willenborg, Jr. to said Hudson Trust Company,

e. Those certain bearer bonds described in Exhibit E, attached hereto and by reference made a part hereof, presently in the custody of Hudson Trust Company, 51 Newark Street, Hoboken, New Jersey, together with any and all rights thereunder and thereto, and

f. Those certain debts or other obligations owing to Elisabeth M. Erny by Hudson Trust Company, 51 Newark Street, Hoboken, New Jersey, arising out of a checking account entitled Elisabeth M. Erny and a savings account, Account Number 2436, entitled Elisabeth M. Erny, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on April 30, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

EXHIBIT A

Name and address of corporation	Place of incorporation	Type of stock	Certificate No.	Number of shares	Name in which registered
Southern California Edison Co., Ltd., 601 West 5th St., Los Angeles 13, Calif.	California	\$25 par value common stock	ND/O 75043	7	Mrs. Elizabeth M. Erny.
The Great Western Sugar Co., 500 Sugar Bldg., Denver, Colo.	New Jersey	No par value common stock	NY/O 70976	10	Do.
United States Fire Protection Corp.		Class A common stock	70	50	Do.
The Hargrave Silver Mines, Ltd.		\$1 par value stock	15146	6,000	Henry L. Erny.
			15189	500	Do.
			13901	500	Do.
			15704	1,000	Do.
			15089	1,000	Do.
			15031	1,000	Do.

EXHIBIT B

Name and address of corporation	Place of incorporation	Type of stock	Certificate No.	Number of shares
International Safety Razor Corp. Bloomfield, N. J.	New Jersey	No par value Class B stock	NBO-1345	20
Central States Electric Corp., 111 Broadway, New York, N. Y.	Virginia	\$1 par value common stock	NY/OO 140423	70
Central Public Utility Corp., 100 West 10th St., Wilmington, Del.	Delaware	\$1 par value Class A stock	CA-017623	21
General Motors Corp., 1775 Broadway, New York, N. Y.	do.	\$10 par value common stock	E-14871	20/50
			E-647-410	10

EXHIBIT C

Name and address of corporation	Place of incorporation	Type of stock	Certificate No.	Number of shares
Public Service Corp. of New Jersey, 80 Park Pl., Newark, N. J.	New Jersey	No par value common stock	Y022343	5
			Y022349	5
			Y022353	10
			Y022357	10
Southern California Edison Co., Ltd., 601 West 5th St., Los Angeles 13, Calif.	California	\$25 par value common stock	ND/O 73315	8
National Distillers Products Corp., 120 Broadway, New York, N. Y.	Virginia	No par value common stock	F-49373	10
Florence Stove Co., 205 School St., Gardner, Mass.	Massachusetts	do.	NC/O 142	20
Lehn & Fink Products Corp., Bloomfield, N. J.	Delaware	\$3 par value common stock	AO-34243	20
Briggs & Stratton Corp., 2711 North 13th St., Milwaukee, Wis.	do.	No par value common stock	NY/O 6316	10
The City Ice & Fuel Co., 33 South Clark St., Chicago, Ill.	Ohio	do.	CNO-20690	25
			CNO-25371	15
			CNO-25383	15
Compania Swift Internacional Buenos Aires, Argentina	Argentina	\$15 par value (Argentine gold pesos) capital stock.	ND/O 2331	10

EXHIBIT D

Name and address of corporation	Place of incorporation	Type of stock	Certificate No.	Number of shares
American Telephone & Telegraph Co., 195 Broadway, New York, N. Y.	New York	\$100 par value capital stock	A-12353	20
			X-11235	10
			R-10434	5
			NG-8333	7
			NH-8333	8
South Porto Rico Sugar Co., 15 Exchange Place, Jersey City, N. J.	New Jersey	No par value common stock	CO-3333	20
General Motors Corp., 1775 Broadway, New York, N. Y.	Delaware	\$10 par value common stock	E-82-811	20
Public Service Corp. of New Jersey, 80 Park Pl., Newark, N. J.	New Jersey	No par value common stock	YO-23233	10
			YO-23297	10
Southern California Edison Co., Ltd., 601 West 5th St., Los Angeles 13, Calif.	California	\$25 par value common stock	ND/O-73490	25

EXHIBIT E

Description of issue	Face value	Bond No.	Description of issue	Face value	Bond No.
German Government International Loan of 1930 5 1/2% bond, due June 1, 1935, stamped	\$1,000	C12353	German External Loan of 1924 7 1/2% gold bond, due October 15, 1949, stamped	\$1,000	C035079
	1,000	C22222			
	1,000	C33353			
	1,000	C83353			
	500	B6315			

[F. R. Doc. 42-4819; Filed, May 28, 1949; 8:51 a. m.]

